

**COLLECTIVE BARGAINING  
AGREEMENT**

**ANALEX CORPORATION**

**AND**

**INTERNATIONAL BROTHERHOOD  
OF  
ELECTRICAL WORKERS AFL-CIO  
LOCAL # 2088**

**FEBRUARY 1, 2006**

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## **PREAMBLE**

This Agreement is entered into this First day of February, 2006 by and between Analex Corporation, hereinafter called "the Company," and the International Brotherhood of Electrical Workers, Local 2088 (AFL-CIO) hereinafter collectively referred to as "the Union" with respect to employees represented by the Union in the Communications and Telemetry Area under the Expendable Launch Vehicle Integrated Services (ELVIS) contract at John F. Kennedy Space Center (NASA) and the Cape Canaveral Air Force Station (CCAFS) as defined in Article 1 of this Agreement.

It is the objective of the Parties that the obligation of the Company for the successful prosecution of its business and the fulfillment of its responsibilities to the employees covered by this Agreement be carried on without interference arising from differences between the Parties. To this end it is recognized that there must be mutual understanding, harmony, and cooperation among employees and between employees and the Company; that operations and duties be faithfully performed in order that the Company and its employees may fulfill their mutual and vital responsibilities to the public and the Government; and that the business of the Company must be operated with economy and efficiency.

The Union and the Company expect employees to help their team to become increasingly self-sufficient and participate in improving products, processes, and procedures of all types. This includes learning new tasks and certifications required of the team with the introduction of new products, new technologies, new processes, and teaming concepts to include programs such as Reliability Center Maintenance.

It is understood that the customer has integrated into its mission, requirements for process improvements, technologies and metrics to consolidate, synergize and improve cost effectiveness with increased worker involvement. Both parties agree that certain matters are subject to mandatory bargaining within the meaning of the Labor Management Relations Act, and that those matters are not to be pursued through the employee involvement process.

It is, therefore, the intent of the Parties hereto to set forth herein their complete agreement with respect to rates of pay, hours of work, and conditions of employment to be observed by the Company, the Union and the employees covered by this agreement, to provide procedures for the equitable adjustment of grievances, to prevent lockouts, interruptions of work, work stoppages, strikes, or other interferences with the work of the Company during the life of this Agreement, and to promote harmonious relations between the Company, its employees, and the Union.

# ARTICLE 1 RECOGNITION

## Section 1.01 - Union Recognition

(100)

The Company recognizes the Union as the sole and exclusive collective bargaining agency and representative, with respect to rates of pay, hours of work, and other terms and conditions of employment, for employees of the Company's Communication and Telemetry Groups at the John F. Kennedy Space Center (NASA) and Cape Canaveral Air Force Station (CCAFS), Florida, in the occupational classifications in the bargaining unit set forth in Schedule "A" attached hereto and made a part of this Agreement.

## Section 1.02 - Excluded Employees

(101)

The following employees are excluded from the above Bargaining Units: All employees currently represented by another labor organization, all professional and administrative employees, confidential employees, watchmen, guards and all managers and other Technical Managers as defined in the Labor Management Relations Act, as amended.

## Section 1.03 - Work Covered

(102)

The work of the occupational classifications covered by this Agreement shall be performed only by employees in the bargaining units, except that bargaining unit work may be performed by non-bargaining unit personnel under the following conditions:

(103)

(A) Instruction and Training.

(104)

(B) In emergency or unforeseen circumstances beyond the Company's control.

(105)

(C) In order to prevent injury to employees or damage to Company property or equipment.

(106)

(D) In circumstances which are required to insure the quality of performance and/or the satisfaction of the Company's obligation and responsibilities as a contractor to the Government.

(107)

It is further agreed that under normal circumstances, no regular full-time employees on payroll shall suffer a reduction of normal work opportunity as a result of non-bargaining unit employees performing bargaining unit work.

#### **Section 1.04 - Technological Change**

**(108)**

- (A) The Union will be given advance notice of any intended technological changes affecting the work of the bargaining unit and an opportunity to discuss the impact of such changes with the Company prior to their implementation. Appropriate bargaining unit employees will continue to perform such affected work unless the technological changes alter the nature of the work to an extent which removes it from the scope of the unit.

**(109)**

- (B) Bargaining unit employees will be given necessary training to qualify them for technologically changed work providing they have the basic requisite education and experience. Such training will be given on the basis of seniority preference within the affected job classification(s).



## **ARTICLE 2**

### **MANAGEMENT RIGHTS**

(200)

The management of the Company and the direction of the working forces are vested solely and exclusively in the Company and shall not in any way be abridged except as specific restrictions are set forth in this Agreement. The Company hereby retains the sole and exclusive control over any and all matters inherent in the operation, management and administration of its business including, but not limited to, the determination of the location, relocation, or termination of any or all of its plants or facilities, including without limitations, the consolidation or merger of the Company's Corporation or any other firm or entity, the determination as to whether products, services, or any other work shall be made, purchased, or subcontracted, the direction, instruction, and control of employees, including, but not limited to, the determination of the number and qualifications of employees to perform work, to maintain the efficiency of employees, the assignment of work or overtime; the right to hire, layoff, reclassify, promote, demote, transfer, discipline, suspend, and discharge for just cause, or rehire, the right to determine job content, and to create new job classifications, and to establish new rates of pay therefore, the right to determine the hours of work, the processes, methods, and procedures to be employed, and the right to make and enforce reasonable rules and regulations, except as expressly and specifically limited by the terms of this Agreement. The foregoing enumeration of management rights shall not be deemed to exclude other rights of management not specifically set forth, the Company, therefore, retaining all rights not otherwise specifically covered by this Agreement. Management rights shall not be arbitrable except to the extent that they are expressly abridged by a provision of this Agreement.

(201)

The foregoing enumeration of management rights and functions is without prejudice to the Union's duty and responsibility in representation of the employees covered by this Agreement, and its rights in accordance with the provisions herein, to process grievances, disputes, or differences as to the interpretation or application of any provision of this Agreement.

### ARTICLE 3

## AGREEMENT AGAINST STRIKES AND LOCKOUTS

(300)

The Union hereby agrees that neither the Union nor any of the Company's employees forming part of the bargaining units covered by this Agreement shall, directly or indirectly, authorize, assist, encourage, or in any way engage and/or participate in strikes of any kind. For the purpose of this Agreement, the term "strike" shall include a slowdown, sit-down, stay-in, walk-out, curtailment of work, interruption or stoppage of work, interference with work or receipt or shipment of goods or materials, picketing of any of the Company's operations, customers, or sources of supply as a result of a strike as herein defined existing at the Company, boycott, or any other kind of activity which interferes with, and/or interrupts the Company's operations and activities, provided that an employee covered by this Agreement may refuse to enter upon premises occupied exclusively by an employer other than the Company if the employees of such employer are engaged in a strike ratified or approved by a representative of such employees whom such employer is required to recognize pursuant to the Labor Management Relations Act of 1947, as amended.

(301)

The Company agrees that there will be no lockout during the term of this Agreement.

(302)

Any employee or employees who violate the terms of this Article shall be subject to disciplinary action, up to and including discharge by the Company.

(303)

This Article is a guarantee by each and both of the Parties that there shall be no strike or lockout as defined herein, and any violation of this Article shall not be subject to the arbitration procedure.

## **ARTICLE 4**

### **UNION SECURITY**

#### **Section 4.01 - Check Off**

(400)

Upon receipt of an employee's written authorization, i.e. PAYROLL DEDUCTION AUTHORIZATION card herein, which shall not be irrevocable for more than one year, or beyond the termination date of this Agreement, whichever occurs sooner (when revocation is not otherwise provided by local law), the Company shall deduct from such employee's wages, in accordance with this Agreement, such employee's initiation fee and union dues and remit same to the duly authorized representative of the Union, together with a list of the names of the employees from whose pay deductions were made. Such a written authorization may be revoked by the employee by written notice to the Company and the Union by certified mail during the ten (10) day period prior to the end of any such applicable yearly period or during the ten (10) day period prior to the termination date of any applicable collective bargaining agreement, whichever occurs sooner. In the absence of such notice of revocation, the authorization shall be renewed for an additional yearly period, or until the end of the collective bargaining agreement - whichever occurs sooner. Where monies have been deducted from the pay of any employee who does not owe such monies, it shall be the responsibility of such employee to obtain a refund from the local Union. The Union agrees that they shall hold the Company harmless against any and all complaints, claims, judgments, or demands that may arise out of, or in any way be related to, compliance by the Company with the terms of this section or in reliance by the Company upon any document furnished to the Company by the Union pursuant to the provisions of this section.

#### **Section 4.02 - Conditions of Employment**

(401)

Pursuant to Section 8.A.3 of the Taft-Hartley Act, an employee in the Bargaining Unit, assigned to work on the Cape Canaveral Air Station, hereinafter referred to as the "Federal Enclave", shall be required as a condition of continued employment, to continue membership in the Union for the duration of this Agreement to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.

(402)

An employee in the Bargaining Unit who is not a member of the Union on the effective date of this Agreement shall be required, if regularly assigned to the Federal Enclave, as a condition of continued employment, to become a member of the Union within fifteen (15) calendar days after the thirtieth (30th) calendar day following the effective date of this Agreement, and shall remain a member of the Union to the extent of tendering an initiation/reinstatement fee where required and the membership dues normally required as a condition of acquiring or retaining membership in the Union for the duration of this Agreement.

(403)

The Company will deduct union dues for the employee's first paycheck of every month which is the 8<sup>th</sup> of every month. The Union dues will be submitted to the IBEW the 5<sup>th</sup> day after payroll deduction. Employees entering the Bargaining Unit after the effective date of this Agreement shall be required as a condition of continued employment, if regularly assigned to the Federal Enclave, to become members of the Union to the extent of tendering an initiation/reinstatement fee where required and membership dues normally required as a condition of acquiring or retaining membership in the Union for the duration of this Agreement, within fifteen (15) calendar days after the thirtieth (30th) calendar day following such entry into the Bargaining Unit.

(404)

An employee temporarily assigned to the Federal Enclave and works on the enclave for an aggregate period of thirty (30) or more eight (8) hour days, within a twelve (12) consecutive month period, then such an employee will be required to become a member of the Union within fifteen (15) calendar days after such thirtieth (30th) eight (8) hour day and shall remain a member of the Union to the extent of tendering an initiation/reinstatement fee where required and the membership dues normally required as a condition of acquiring and obtaining membership in the Union for the duration of this Agreement.

(405)

For the purpose of satisfying conditions of employment under this Article only, no employee shall be required to pay dues for any period of time the employee is not on the active payroll or not in the Bargaining Unit; neither shall the Company be required to deduct dues for such periods. Failure to pay the appropriate dues during such periods may require payment by the employee of a reinstatement fee.

(406)

An employee shall not be required to become a member of or continue membership in the Union as a condition of employment if employed in any state which prohibits or otherwise makes unlawful membership in a labor organization as a condition of employment.

(407)

Before any termination of employment pursuant to this Article becomes effective, the employee involved shall first be given notice in writing by the Union to pay the prescribed original initiation fee, reinstatement fee and/or required dues. If the employee fails to pay the original initiation fee, reinstatement fee and/or dues, the Union shall then notify the Company of the delinquency in writing. The Company shall then notify the employee to pay the fee and/or dues, and if such dues and/or fees are tendered within forty-eight hours after the employee receives this notification from the Company, dismissal hereunder shall not be required.

(408)

An employee who shall tender an original initiation fee (if not already a member) or reinstatement fees if required and the periodic dues uniformly required as a condition of acquiring or retaining membership shall be deemed to be a member of the Union for purposes of this Article.

**PAYROLL DEDUCTION AUTHORIZATION CARD**

(409)

(410)

I, \_\_\_\_\_, hereby authorize and direct my employer **Analex Corporation**, to deduct from my wages as an employee of said Company my initiation fee, and on the first pay day of each month my regular membership dues in Local Union No. 2088, International Brotherhood of Electrical Workers, AFL-CIO, and submit same to the said Union. This authorization shall be irrevocable for a period of one (1) year from the date hereof or until the expiration of the Collective Bargaining Agreement between the Company and the Union, whichever is the shorter of the two periods, and it shall renew automatically and be irrevocable for the like successive periods of one (1) year or until the end of any applicable Collective Bargaining Agreement, whichever occurs sooner, unless the undersigned revokes same by written notice to the Company during the ten (10) day period prior to the end of each applicable yearly period or during the ten (10) day period immediately prior to the expiration of any applicable Collective Bargaining Agreement. I have signed this authorization voluntarily and of my own free will.

(411)

I acknowledge that as long as I am employed under a contract lawfully requiring membership in Local 2088 as a condition of continued employment, the withdrawal of this payroll deduction authorization as herein provided shall not relieve me of the obligation to pay Union dues as required by the contract between the Union and my Employer.

(412)

**FEES, DUES AND ASSESSMENTS  
COVERED BY THIS AUTHORIZATION  
ARE NOT DEDUCTIBLE AS CHARITABLE  
CONTRIBUTIONS FOR FEDERAL INCOME  
TAX PURPOSES.**

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
EMPLOYEES SIGNATURE

\_\_\_\_\_  
SOCIAL SECURITY NUMBER

\_\_\_\_\_  
DATE

## **ARTICLE 5**

### **NON-DISCRIMINATION**

(500)

All terms and conditions of employment included in this Agreement shall be administered and applied without regard to race, color, religion, national origin, status as a disabled or Vietnam era veteran, age, gender or the presence of a disability except in those instances where age, gender or the absence of a disability may constitute a bona fide occupational qualification. Discrimination shall not exist where sex is a bona fide occupational qualification or where age is a bona fide occupational qualification or is a factor under the Company's established retirement policy.

## ARTICLE 6 WAGE RATES

### Section 6.01 - Definitions

(600)

Pure Base Rate: The hourly wage rate of an employee exclusive of all other adjustments or pay additives.

(601)

Working Rate: The pure base rate plus the applicable amount of pay adjustments or other pay additives such as shift premium.

### Section 6.02 - Wage Rates

(602)

A. First Year Increases: Effective February 1, 2006, all bargaining unit employees, who are on the active payroll as of February 1, 2006, will have their base rates increased by three (3.0%) percent to the nearest penny and will receive a lump sum payment of \$750.00

(603)

B. Second Year Increases: Effective February 1, 2007, all bargaining unit employees, who are on the active payroll as of February 1, 2007 will have their base rates increased by three (3.0%) percent to the nearest penny and will receive a lump sum payment of \$750.00.

(604)

C. Third Year Increases: Effective February 1, 2008, all bargaining unit employees, who are on the active payroll as of February 1, 2008, will have their base rates increased by three (3.0%) percent to the nearest penny and will receive a lump sum payment of \$750.

**ARTICLE 7**  
**WAGE RATES FOR NEW OR REVISED**  
**OCCUPATIONAL CLASSIFICATIONS**

**Section 7.01 - Adding or Revising Classifications**

**(700)**

In the event the Company desires to establish new occupational classifications or revise existing occupational classifications, and such occupational classifications are included in the bargaining unit by mutual agreement of the Parties hereto, the wage rates applicable shall be determined by negotiation between the Company and the Union. Operations shall not be delayed through failure to immediately agree upon wage rates applicable to any such occupational classification. In such cases, pending the results of negotiations, the Company will establish the new or revised occupational classifications and the Company-proposed wage rate applicable thereto and shall place such occupational classifications and such wage rates into effect. Negotiated rates finally established which are higher than the Company-proposed rates will be paid retroactive to the date of the start of the occupational classification. During any and all such negotiations, all other provisions of this Agreement will remain in full force and effect, and resolution of any such negotiations must be arrived at by agreement between the Parties.

**Section 7.02 - Regular Employees**

**(701)**

It is the intent of the parties that only regular full-time employees of the Bargaining Unit will be permitted to perform Bargaining Unit work. Additional full-time employees will be hired if continuous overtime, rearrangement of schedules or other procedures are inadequate to meet the personnel needs of the Company.

**(702)**

It is the intent of the Company to offer employment of not less than forty (40) hours per week for fifty-two (52) weeks each year to employees covered by this Agreement who are ready and available for work, provided nothing in this section shall be construed to prevent the Company from releasing employees because of lack of work or for other proper and legitimate reasons, as provided for in other articles or sections of this Collective Bargaining Agreement.

**(703)**

This section shall apply to all employees unless agreed to otherwise by the parties in writing.



## ARTICLE 8

### HOURS OF WORK AND OVERTIME

#### Section 8.01 - Hours of Work and Overtime Policy

(800)

The Parties recognize the importance to the National Space Program of the work being performed under the terms of this Agreement, and the Company agrees that consistent with meeting the requirements to support NASA and/or U. S. Air Force (USAF) operations, every reasonable effort will be made to arrange work schedules so that a maximum number of employees will be assigned to shifts Monday through Friday. Where continuous operations are necessary to support NASA and/or USAF operations, the Company and Union will meet to inform the Union of such requirements. This Agreement shall not be construed as guaranteeing any employee a specific number of hours of work per day or per week. The Company shall not be limited in the exercise of its right to require an employee to work overtime.

(801)

(A) Normal Work Week - The normal work week for employees covered by this Agreement shall consist of five (5) consecutive days, Monday through Friday, not exceeding eight (8) hours in any one work day of twenty-four (24) hours. The normal workweek for continuous operations shall consist of five (5) consecutive days, not exceeding eight (8) hours in any one workday of twenty-four (24) hours.

(802)

(B) Scheduled Days Off - Each employee shall have two (2) consecutive scheduled days off in each workweek. A scheduled day off shall be a workday during which no regular shift is scheduled to start.

(803)

(C) Workweek - The workweek for employees shall begin at 12:00 midnight Sunday and end at 12:00 midnight the following Sunday night (i.e., seven [7] consecutive calendar days, Monday through Sunday, inclusive). However, employees assigned to third shift shall be in accordance with paragraph (D).

(804)

(D) Work Day - For the determination of daily overtime and of overtime worked in the work week, on scheduled days off, and on holidays, the work day will be used and will consist of twenty-four (24) consecutive hours, from 12:00 midnight to 12:00 midnight (the calendar day) except that in the event the third shift is scheduled to commence work prior to midnight, the work day will commence as of the starting time of said shift. Hours worked on, or in conjunction with, a regular shift starting in the workday, will be counted as worked in such workday.

(805)

(E) Regular Shift - A regular shift shall be scheduled in advance, and shall consist of eight (8) consecutive hours during a work day, exclusive of meal periods.

(806)

(F) Night Shift - The term night shift shall mean any shift starting at or after 12:00 P.M., and at or before 6:00 A.M. The time when an employee actually commences work will determine whether or not he has worked a night shift for the purposes of shift differential pay only.

(807)

(G) Night Shift Differential - Employees assigned to the night shift shall receive a shift differential of one dollar and fifty cents (\$1.50) per hour for all hours actually worked in that workday except as provided above.

(809)

- (H) Odd Workweek Premium - Employees working an odd workweek schedule (other than Saturday and Sunday off) will receive odd workweek premium of seventy-five cents (\$.75) per hour worked.
- (I) How to Interpret Section 8.02 (A)(3) - Hours worked within the employee(s) regular schedule shift shall be at the employee(s) straight time working rate, until said hours are over eight (8) hours in any continuous work period. All hours worked over eight (8) continuous hours, but less than eleven (11) continuous hours in any continuous work period will be paid at time and one-half hourly rate. All hours worked in excess of eleven (11) continuous hours in any continuous work period will be paid at a double time hourly rate.

### **Section 8.02 - Computation of Overtime Payments**

(810)

Payment for overtime hours worked shall be computed at the following rates:

(811)

- (A) Time and one-half shall be paid:

(812)

- (1) For hours worked in excess of eight (8), and not in excess of eleven (11) in a workday.

(813)

- (2) For hours worked on the employee's first scheduled day off.

(814)

- (3) For hours worked before the commencement or after the ending of the employee's regular shift.

(815)

- (B) Double time shall be paid:

(816)

- (1) For hours worked on the employee's second scheduled day off.

(817)

- (2) For hours worked over eleven (11) in any continuous work period.

### **Section 8.03 - Meal Periods**

(818)

Employees shall be entitled to a meal period during which they shall be relieved of their duties. No employee shall be required to work more than six (6) hours without being given a meal period of not more than one hour, such meal period to be given after the third hour and to be completed by the sixth (6th) hour. In the event an employee is not relieved of his/her duties for a meal period during the normal work day in accordance with the foregoing, he shall be compensated for such time and shall not be sent home prior to having worked eight (8) hours, plus the time normally allotted for his/her meal period. If a work period extends beyond eight (8) hours, additional meal periods may be granted when requested by the employee and approved by management. Meal periods will not be scheduled on night shift or on scheduled days off except when requested by the employee and approved by management. However, should adequate facilities become available, the Company reserves the right to resume the scheduling of meal periods on night shift.

(819)

If a meal period is observed on night shift or on scheduled days off, then it will be reported as such on the time card and charged as it would be during regularly scheduled time.

#### **Section 8.04 - Changes in Shifts**

(820)

Regular shifts will continue to be scheduled as presently established. Changes in regular shifts will be made only as dictated by operating requirements, and no regular shift change shall be made until the Union has been advised of such change. The Company shall give notice of at least five (5) calendar days of any changes to regular shift hours to the Union and the employees affected and will not change any employee's regular shift for less than five (5) working days.

(821)

When it becomes necessary to change an individual or group of individuals' shift assignments, notification will be made at least five (5) days in advance to the Union and to the employees affected. Any shift change will be made in accordance with Article 12, Section 12.09 of this Agreement.

(822)

In the event that five (5) days' notice is not provided, payment will be made in accordance with Section 8.02 (A) (3) of this Article for all hours outside of the previous regular work shift worked on the days of the new shift schedule for which the notice requirement of five (5) has not been satisfied.

#### **Section 8.05 - Changes in Shift Start Time**

(823)

The Company will not change the shift start time for a period less than a workweek as defined in Section 8.01. The Company may change an employee's start time up to one and one-half (1.5) hours on either side of their normal time when the employee is notified in writing by close of business the Friday before the Monday it will change. Change in start time will give preference to senior qualified employees in accordance with Section 12.09 who volunteer. If no employee(s) volunteer, then the least senior qualified employees(s) will be forced.

#### **Section 8.06 - Turnabout**

(824)

When an employee is required to report for work without being given at least ten (10) hours off after the completion of his/her previous work period of not less than eight (8) hours, he shall be paid at the applicable rate for all time worked during the succeeding work period. The employee will be paid at the rate in accordance with Section 8.02 as if he/she had continued to work their previous work period of not less than eight (8) hours. For purposes of determining the applicable rate under the foregoing, break time will accumulate, although there shall be no payment for such break time.

(825)

An employee will not be obligated to work more than twenty-four (24) continuous hours. Whenever an employee works twenty-four (24) continuous hours, he will be given at least a ten (10) hour break before being required to report for his/her next work period.

### **Section 8.07 - Cancellation of Irregular Report Time**

(826)

If the Company fails to notify an employee at least eight (8) hours in advance of cancellation of a reporting time other than the start time of his/her regular shift, the employee shall be permitted to report for such assignment unless notice of cancellation is given prior to his/her departure from his/her assigned work place during the last work period prior to such assignment.

(827)

In the event an employee reports for assignment under the provisions of this Section, he shall be given not less than the equivalent of four (4) hours' pay at the applicable rate, provided, however, that any amount paid for hours actually worked shall be credited against such minimum guarantee.

### **Section 8.08 - Irregular Work Periods**

(828)

When the longest period worked in a work day is less than eight (8) consecutive hours, the Company will pay an employee, who is available for work, at his/her straight time rate for the difference between the number of hours worked in one such period and eight (8) hours. In computing the payment due under this provision for hours not worked, no other Section of the Agreement shall apply. This provision shall not apply to scheduled days off or to holidays.

(829)

Except as set forth above, this provision shall not be deemed to modify or invalidate any other provision of the collective bargaining agreement.

### **Section 8.09 - Call-In Pay**

(830)

Whether or not an employee has been previously scheduled to work such days and is called in to work on a holiday or on one of his/her scheduled days off, or, is recalled after completing a day's assignment and has checked out and left his/her place of employment, he shall receive not less than the equivalent of four (4) hour's pay at the applicable rate, provided, however, that any amount paid for hours actually worked shall be credited against such minimum guarantee. An employee who leaves work of his own volition, or because of incapacity (other than industrial injury), will receive not less than four (4) hour's pay at the straight time hourly rate.

### **Section 8.10 – Transfers**

(831)

An employee may be temporarily assigned to work at any work section or location provided that such assignment does not exceed forty-five (45) calendar days. After completing a period of forty-five (45) calendar days' temporary assignment at another work section or work location, the employee will be returned to his/her regularly assigned work section or work location and will not be selected for temporary assignment, without his/her consent, for a period of five (5) working days unless such transfer is necessitated by emergency conditions, as determined by the next higher level of supervision.

(832)

Qualifications, seniority, operational requirements, experience, and training will be factors in determining which employees will be assigned when temporary transfers, TDY's or cross-training occurs.

(833)

When assigned on temporary duty at other than the employee's regularly assigned work location, the employee will be permitted to report to his/her regularly assigned work location at the beginning and end of his/her regularly scheduled work period.

#### **Section 8.11 - Distribution of Overtime**

(834)

Overtime shall be distributed equitably among the employees within the respective groups consistent with efficient operations. The first available overtime will be offered to the available qualified person with the least number of hours on the overtime list. The computation of overtime shall be in converted time (i.e., eight [8] hours worked at time and one-half shall be charged as twelve [12] hours worked). The Company shall make such overtime records available to the employees and the Union.

(835)

Management will use sound judgment to avoid potential labor problems and every reasonable effort will be made, in fairness to all employees, to schedule that employee with the lowest amount of accumulated overtime first, provided it is in compliance with KMI 1710.2

(836)

Union officials and stewards will be released to attend union meetings and meetings involved in the administration of the Collective Bargaining Agreement. While in the performance of their duties, union officials and stewards will maintain their same number of hours on the overtime list within their work group.

(837)

Work groups will continue to establish local overtime rules and policies which will be documented, signed by management and the Union, and posted; however, such rules and policies shall not conflict with KMI 1710.2, as amended and any of the above.

#### **Section 8.12 - Pyramiding of Overtime**

(838)

No employee shall receive more than one overtime rate for the same hours worked, and if more than one rate is applicable to the same hours worked, the higher rate only shall be paid.

## **ARTICLE 9 HOLIDAYS**

### **Section 9.01 - Designated Holidays**

(900)

The Company shall recognize holidays in accordance with the following schedule:

New Year's Day  
Martin Luther King Day  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving Day  
Christmas Eve  
Christmas Day

### **Section 9.02 - Pay for Designated Holidays**

(901)

The Company shall pay employees for each of the designated holidays at their working rate for the number of hours, per day, not to exceed eight (8), for which they are regularly scheduled to work during the work week in which the holiday occurs. In no event will the payment for hours not worked on one of the twelve (12) designated holidays be in excess of eight (8) hours. Employees who work on any one of the twelve (12) designated holidays shall be paid double (two [2]) time for all hours worked, and shall, in addition, receive the holiday pay to which they would be entitled in accordance with the above.

### **Section 9.03 - Observance of Holidays**

(902)

If a designated holiday falls on an employee's scheduled day off, the holiday will be observed on the workday preceding or the workday following the day on which the holiday falls. The determination as to which day is observed will be made by the Company.

## **ARTICLE 10**

### **GRIEVANCE PROCEDURE**

#### **Section 10.01 - Complaints**

**(1000)**

An employee or employees having a complaint shall have the right to verbally present the same, directly or through the Steward, to his/her Technical Manager.

**(1001)**

If the complaint is not settled within five working days and involves a matter subject to the Grievance Procedure, it may be reduced to writing and considered a grievance subject to the procedure hereinafter described.

#### **Section 10.02 - Time for Presentation of Grievances**

**(1002)**

All grievances shall be presented as soon as practicable after the occurrence upon which the same is based, but in no event later than five (5) working days if the same is a dismissal grievance, or later than twenty (20) working days if the grievance arises from any other cause. The failure to submit a grievance within such periods shall constitute a bar to further action thereon.

**(1003)**

Saturdays, Sundays and holidays shall not be counted in computing the due date for any decision or appeal therefrom. Time limits for grievance meetings at any step may be extended by mutual agreement of both Parties. If it is determined under the grievance procedure, including arbitration, that any adjustment in wages is appropriate, such adjustment shall be based upon existing wage rates and shall be applied retroactively to the date of occurrence, provided that such date is not more than twenty (20) working days prior to the date upon which the grievance was presented.

#### **Section 10.03 - Presentation of Grievance**

**(1004)**

If there is any grievance, dispute, or difference between any of the Parties with respect to the interpretation or application of any provision of this Agreement, such grievance, dispute, or difference may be reduced to writing and processed in accordance with the following steps in this Grievance Procedure provided, however, that any individual employee, or group of employees, shall have the right at any time to present complaints or grievances in writing to the Company providing they are within the time limits described herein and to have such grievances adjusted, without the intervention of the Union, as long as the adjustment is not inconsistent with the terms of this Agreement and provided the Union's representative has been given an opportunity to be present at such adjustment.

**(1005)**

A grievance shall be discussed in each of the following successive steps between the representatives of the Parties specified in each step. The grievance shall specify the Section or Sections of the Agreement claimed to have been violated.

## **STEP ONE**

(1006)

Between the Technical Manager and the Steward. The first step meeting shall be held within five (5) working days from the date the grievance is filed with the Company. The Technical Manager shall give the Steward his/her written reply to the grievance within five (5) working days after the meeting with the Steward. If this reply is unsatisfactory, the Chief Steward may appeal the decision to Step Two, provided such appeal is made within five (5) working days after the receipt of the Technical Manager's reply. A meeting in Step Two shall be held within ten (10) working days after receipt by the Company of notice of appeal. A final decision with respect to any grievance in Step One shall apply to that grievance only and shall not in any manner become a binding precedent in the case of any other grievance, nor a precedent which shall bind the Parties as an interpretation of this Agreement.

## **STEP TWO**

(1007)

Between the next level of Management and the Chief Steward. Such Manager shall make a reply in writing not later than ten (10) working days after meeting with the Chief Steward. If this reply is unsatisfactory, the grievance may be appealed to Step Three provided such appeal is made within ten (10) working days following receipt of the Second Step reply. A meeting in Step Three shall be held within thirty (30) working days after receipt by the Company of notice of appeal.

## **STEP THREE**

(1008)

Between the Program Manager (PM) or his Designee for the Company at Kennedy Space Center, or his/her designs, and the Union's Business Representative. An International Representative of the IBEW may be present at this step of the Grievance Procedure. The Program Manager (PM) or his Designee shall make a reply in writing not later than ten (10) working days after meeting with the Union's Business Representative. All decisions of the Program Manager (PM) or his Designee shall be final and binding on all Parties concerned unless the Union informs the Company within ten (10) days from the date of such final Company decision that it desires to submit the matter to arbitration.

## **Section 10.04 - Arbitration**

(1009)

Any grievance which has not been finally settled or disposed of in accordance with the steps of the Grievance Procedure herein outlined may be submitted to arbitration within ten (10) working days of receipt of the Third Step reply.

(1010)

The party desiring arbitration shall notify the other party in writing within the aforementioned ten-day period, and the parties shall within ten (10) working days after receipt of such notice agree on the selection of an arbitrator. In the event that the parties cannot agree on the selection of an arbitrator within the said ten-day period, then the party desiring arbitration must, within ten (10) working days of the receipt of such notice, request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators.

(1011)

The Federal Mediation and Conciliation Service shall submit to each of the parties duplicate lists of the names of seven (7) persons qualified to act. The Union and the Company shall, within ten days from the receipt of such lists, alternately strike one name from the list (the right to strike the first name will be determined by lot) until only one name remains and that person shall be the arbitrator.



(1012)

The arbitrator shall consider only the particular issue or issues presented to him in writing by the Company and the Union.

(1013)

The authority of the arbitrator shall be strictly limited to the interpretation or application of the existing terms of this Agreement, and all other matters are expressly excluded from arbitration. In no event shall the same questions or issues be the subject of arbitration more than once. He shall have no power to add to, subtract from, or modify any of the terms of this Agreement or any agreement supplementing hereto.

(1014)

The arbitrator shall have no power to establish wage rates, job classifications, or fringe benefits of any kind.

(1015)

The decision of the arbitrator shall be rendered in writing, and he shall endeavor to render his/her decision within two (2) weeks after the conclusion of the hearing. The decision, when so made, shall be final and binding on all Parties, and they agree that they will abide thereby.

(1016)

The fees of the Federal Mediation and Conciliation Service and the fees and expenses of the arbitrator shall be borne by the loser as evidenced by the decision of the arbitrator. Should the decision of the arbitrator result in a compromise decision, then the fees and expenses of the Federal Mediation and Conciliation Service and the fees and expenses of the arbitrator shall be shared equally by the parties. Should the Union withdraw a grievance or should the Company grant a grievance that has been scheduled for hearing, it shall be the responsibility of the withdrawing party or party granting the grievance to pay the arbitrator's fee if there should be one. The parties shall jointly inform the arbitrator of the cancellation of an arbitration.

(1017)

Each party shall be responsible for all expenses incurred by it in the preparation and presentation of its case, including the payment for time lost by an employee called as a witness. Either party, at its option and at its own expense may have the arbitration proceedings reported and transcribed.

(1018)

The Union assumes the responsibility for paying employees for the time during which the Union or an employee may call them as a witness in arbitration hearings.

## **ARTICLE 11**

### **CONTINUOUS SERVICE CREDIT**

#### **Section 11.01 - Acquisition of Continuous Service Credit**

**(1100)**

Each employee shall have continuous service credit with the Company dating from the first date of his/her unbroken service.

#### **Section 11.02 - Continuity of Service**

**(1101)**

The continuous service credit and seniority of an employee will be broken under the following conditions, and when so broken, such employee shall be, for all purposes, considered a new employee if and when rehired.

**(1102)**

(A) Resignation or other voluntary termination of employment.

**(1103)**

(B) Discharge for just cause.

**(1104)**

(C) Absence in excess of three (3) consecutive working days without notice, either by telephone or written message, by messenger, to his/her Technical Manager, unless satisfactory evidence of inability to report is shown.

**(1105)**

(D) Unauthorized absence beyond the time limit of an authorized vacation or an approved absence, unless satisfactory evidence of inability to report for work is shown.

**(1106)**

(E) Failure to report to work after layoff within ten (10) working days after the Company gives the employee written notice to return to such work, and failure to notify the Company of his/her intention to return to work within five (5) working days after such notice is given. Such notice shall be deemed to have been sufficiently given if sent to the employee by registered mail to the last address furnished to the Human Resources Department of the Company.

**(1107)**

(F) Employees who are laid-off will continue to accumulate seniority during time on layoff, not to exceed in each instance: (a) a period of six years for employees with five years or more seniority at the time of layoff, (b) a period of five years for employees with three years or more of seniority at the time of layoff, (c) a period of three years for employees with less than three but more than one year of seniority at the time of layoff, and (d) a period of one year for employees with less than one year of seniority at the time of layoff. Time on leave of absence will be included in the total time limits where such leave immediately precedes layoff.

## **ARTICLE 12 SENIORITY**

### **Section 12.01 - Seniority Groups, Work Sections and Work Groups**

(1200)

- (A) Seniority Groups: Seniority and the Seniority Groups then in effect will be utilized for layoff purposes only. The Parties agree that a Seniority Group consists of one or more Work Sections as defined below.

(1201)

- (B) Work Sections: The Company and the Union mutually agree to accept the concept of Work Sections as an operating procedure. A Work Section may consist of one or more Work Groups for the purpose of (a) the complete cross-utilization of employees on work assignments irrespective of shift assignments or overtime requirements (excluding overtime distribution as defined in Work Groups below).

(1202)

- (C) Work Groups: The Company and the Union mutually agree to accept the concept of Work Groups as an operating procedure. Work Groups shall be considered, for the purpose of the determination of seniority, for (a) Shift Preference under Section 12.09 of this Agreement, (b) Vacation selection under Article 14, Section 14.01 of this Agreement, and (c) Distribution of Overtime under Article 8, Section 8.10 of this Agreement, (d) Consideration of all employees in the Work Groups which constitute the Work Section for promotions in any or all such Work Groups.

(1203)

Seniority Groups, Work Sections, and Work Groups as established by the Company are identified in Appendix "C". It is recognized that operating requirements may necessitate changes in Seniority Groups, Work Sections and Work Groups. No such change shall be made until the Company has given notice of at least seven (7) calendar days to the Union.

### **Section 12.02 - Acquisition of Seniority**

(1204)

New employees shall be considered on probation and not entitled to seniority until they shall have acquired ninety (90) calendar days of continuous service credit. Upon completion of said period of employment, the employee shall be considered a regular employee, and his/her seniority shall date from the start of the probationary period, and when thus established, will equal the employee's continuous service credit on the ELVIS contract at Kennedy Space Center, Florida. There shall be no requirement that the Company reinstate or rehire probationary employees if they are discharged during their probationary period, and no grievance shall be filed concerning any such discharge. It is understood, however, that probationary employees are represented by the Union and that with the exception of discharge, all other disciplinary actions and violations of this Agreement are subject to the Grievance Procedure.

### **Section 12.03 - Computation of Seniority**

(1205)

Employees shall accumulate seniority within the bargaining unit in the specific occupational classifications covered by this Agreement, as listed in Schedule "A" of this Agreement, during their period of continuous service with the Company.

(1206)

Employees will maintain separate seniority status within their seniority group, as set forth in this Article: An employee, upon completion of the probationary period, shall establish seniority in his/her current occupational classification after he has worked in such occupational classification for thirty (30) calendar days, and shall thereupon be credited with his/her total bargaining unit seniority in that occupational classification, within his/her seniority group.

(1207)

Employees in the bargaining unit on the effective date of this Agreement will be credited with bargaining unit seniority in the specific occupational classification and specific seniority group to which they are now assigned equal to the employee's bargaining unit seniority as shown in the next seniority listing to be submitted by the Company under Article 12.11 of this Agreement.

(1208)

In the event of transfer from one seniority group to another, the employee shall be credited with his/her accumulated bargaining unit seniority in the seniority group into which he is transferred after thirty (30) calendar days.

(1209)

When two or more employees otherwise would have identical seniority, seniority rank will be determined by alphabetical order of last names, a name commencing with "A" being the most senior. This procedure shall apply in all determinations of seniority.

#### **Section 12.04 - Termination of Seniority**

(1210)

The seniority of an employee shall be lost under the same conditions which cause a break in continuous service credit as set forth in Article 11, Section 11.02 of this Agreement, except that if at the time of layoff or recall, an eligible employee refuses to take a job in the same labor grade as the occupational classification in which he holds seniority, he shall be deemed to have resigned from employment. If, at the time of layoff or recall, an eligible employee refuses to take a job in a lower labor grade than that of the occupational classification from which he was laid off, he shall retain his/her rights to be recalled to that occupational classification.

#### **Section 12.05 - Employees Transferred Out of the Bargaining Unit**

(1211)

An employee who has established seniority rights in an occupational classification within the bargaining unit, and who is subsequently transferred or promoted to a position in another bargaining unit or one not covered by this Agreement, shall be deemed to have retained seniority rights in accordance with the provisions of this Agreement for a period of twenty-four (24) months from the date of such transfer or promotion. If, in the opinion of the Company, it becomes necessary or advisable to return him to a position within his/her former bargaining unit, all seniority rights acquired before such transfer or promotion will be restored.

## Section 12.06 - Layoff

(1212)

When the Company determines that layoff is necessary in any specific occupational classification, probationary employees, as defined in Section 12.02 of this Article, in the occupational classification and seniority group affected shall be laid off first. If further layoffs are necessary within the seniority group, such layoffs shall be made by bargaining unit seniority within the specific occupational classification and seniority group affected, provided the senior employees have the ability to perform the work, the employee with the least bargaining unit seniority in such occupational classification and seniority group shall be the first to be laid off and the last to be recalled. An employee subject to layoff under the foregoing may exercise bumping rights in his/her bargaining unit in the following order:

(1213)

- (A) Displace the employee with the least bargaining unit seniority in any lower-rated occupational classification in his/her seniority group, provided he has greater bargaining unit seniority than the employee being displaced, and is qualified to perform the work of the employee being displaced, or displace the employee with the least bargaining unit seniority in any occupational classification in any seniority group in which he had established seniority, provided he has greater bargaining unit seniority than the employee being displaced, and is qualified to perform the work of the employee being displaced.

(1214)

- (B) Displace any probationary employee in the bargaining unit, provided he has the skill and ability to perform the work.

(1215)

Such employee must notify the Company in writing of his/her intention to exercise bumping rights within forty-eight (48) hours of the Company's layoff notice. An employee so displaced may similarly exercise his/her rights of displacing another employee in accordance with the same criteria, it being understood, however, that the initial and resultant "bumps" must occur simultaneously so that there will be no delay in the layoff procedure. No employee may "bump" another employee in a higher-graded occupational classification.

(1216)

In cases of layoff, the Company will give not less than two (2) weeks' notice of contemplated layoffs to the employees affected and to the Union. Where, however, such notice is not feasible, the Company will notify the employee and the Union as promptly as possible and give, in lieu of said notice, up to two (2) weeks' pay, not to exceed eighty (80) hours at the employee's straight time hourly base rate.

(1217)

- (C) It is herein understood that an hourly represented employee may request a layoff out of line of seniority, in writing, in a form acceptable to both parties.

(1218)

It is further understood that any such request will not receive favorable consideration unless a surplus condition exists. If a surplus condition exists, favorable consideration will be given by the parties to the request for layoff out of seniority providing that the granting of this request will not necessitate recalling or hiring a person to fill the billet. Should a condition exist wherein there is more than one request within a classification and department, the more senior employee will receive first consideration.

(1219)

It is further agreed that before the layoff out of seniority understanding applies as written, the low senior employee or employees scheduled for layoff due to a reduction in work force, will be laid off first, unless the senior volunteering employee(s) waive their rights to be laid off under the contract on a form approved by both the Company and the employee's steward.

(1220)

Any employee covered by this Labor Agreement requesting layoff out of line of seniority subsequently recalled will not be eligible for any severance pay in the event of layoff until he has accumulated one (1) year additional continuous service credit with the Company.

(1221)

It is further understood that Company management may deny any request out of line of seniority without prejudice. Decisions by management will be final and are excluded from grievance procedures under Article 10 of the Agreement.

(1222)

Employees who volunteer for layoff out of seniority and are laid off, will retain their recall rights according to the Bargaining Unit Agreement. However, all non-voluntary layoffs will be recalled ahead of those who exercised this clause.

#### **Section 12.07 - Transfers of Employees When a Seniority Group is Discontinued**

(1223)

If the Company finds it necessary to eliminate an existing seniority group, employees so affected shall be reassigned as follows:

(1224)

(A) Into the group or groups which succeed the discontinued group.

(1225)

(B) If the employee is qualified to work in a seniority group in his/her bargaining unit other than that in which he has established seniority, he may displace the least senior employee in an equivalent or lower-rated occupational classification in such other seniority group, provided he has greater bargaining unit seniority than the employee he is displacing. An employee exercising seniority rights under the foregoing may not be displaced by employees previously laid off or displaced from such other seniority group.

(1226)

Prior to effecting the elimination of an existing seniority group, the Company will discuss the matter with the Union.

#### **Section 12.08 - Recall**

(1227)

For the purpose of reinstatement, all laid-off employees shall be recalled in the following order:

(1228)

(A) Laid-off employees who are classified in the specific occupational classification in the group in which recalls are being made, in inverse order of layoff. A maximum of five (5) laid-off employees will be offered recall for one vacancy at any given time. It is understood that the most senior of such employees who accepts reemployment within the time allowed will be reinstated. Those laid-off employees who are offered recall and who fail to make application for reinstatement for a position of equal labor grade to the one held at time of layoff within the time limit specified below will lose all recall rights.

(1229)

(B) Prior to hiring new employees, the Company will consider laid-off employees who it determines may be capable of performing the work but who have no seniority rights within the group where the vacancies occur. Notifications of openings for reemployment shall be given by the Company to the last mailing address furnished by the employee by registered mail. A copy of such notice shall also be sent to the Union. Within five (5) working days after such notice is given, the laid-off employee must advise the Company whether he accepts reemployment. If no reply is received by the Company within five (5) working days after notice is sent, the next employee on the seniority list may be notified.

#### **Section 12.09 - Shift Preference**

(1230)

When a vacancy exists on any shift, or in the formation of any new shift, preference in filling such vacancy shall be granted on a seniority basis, where consistent with efficient operations.

#### **Section 12.10 - Seniority Privileges for Union Representatives**

(1231)

As long as there is work available which they are capable of performing, Stewards, Business Manager and Business Representative shall hold seniority over all employees in the respective seniority group. The foregoing shall apply only in case of layoffs.

(1232)

When mutually agreed between the Company and the Union, shop stewards shall be deemed to hold seniority for shift preference purposes over all employees in their respective jurisdiction when the exercise of such seniority is for the purpose of assuring employee representation.

#### **Section 12.11 - Seniority List**

(1233)

The Company shall supply the Union with a seniority list of the employees covered by this Agreement. Such list shall be revised quarterly.

#### **Section 12.12 - Severance Pay**

(1234)

Employees, on the Company's payroll as of 08 July 2002 with more than six (6) months of continuous service credit, who have established seniority within this IBEW Bargaining Unit, shall be entitled to severance pay when they are involuntarily laid off because of lack of work for a period in excess of thirty (30) days; however, no employee shall be entitled to severance pay in cases where such layoff is due to fire, flood, explosion, bombing, earthquake, or Act of God, causing damage at locations where work is performed under this Agreement, or from strikes or work stoppages occurring at the facilities used by the Company's employees, resulting in the inability to maintain normal operations.

### **Section 12.13 - Severance Pay Eligibility**

(1235)

The severance pay for employees entitled thereto under the provisions of this Agreement shall be as shown below:

<b>Length of Service</b>	<b>Layoff Pay</b>
6 months to 1 year	1 week
1 years to 2 years	2 weeks
2 years to 3 years	3 weeks
3 years to 4 years	4 weeks
4 years to 5 years	5 weeks
5 years to 6 years	6 weeks
6 years to 7 years	7 weeks
7 years to 8 years	8 weeks
8 years to 9 years	9 weeks
9 years to 10 years	10 weeks
10 years to 11 years	11 weeks
11 years to 12 years	12 weeks
12 years to 13 years	13 weeks
13 years to 14 years	14 weeks
14 years to 15 years	15 weeks
15 years to 16 years	16 weeks
16 years to 17 years	17 weeks
17 years and over	18 weeks

### **Section 12.14 - Severance Payment**

(1236)

Such severance pay shall be paid at the end of a waiting period of thirty (30) days from the date of such layoff. An employee who is recalled to employment with the Company during the waiting period shall be paid for the period of layoff to the maximum of his/her entitlement under the above schedule. Such employee will be credited with his/her unused severance allowance against any future termination for which severance allowance is due.

### **Section 12.15 - Severance Payment Limitations**

(1237)

Employees will not be eligible for severance payment under this Agreement in the event the Company's contract with NASA is terminated in full or in part if the employee, within thirty (30) days after termination of his/her employment or completion of his/her contract, whichever date is the later, is employed by or accepts employment, or enters into an agreement for subsequent employment, with a succeeding contractor under a follow-on contract in a position requiring the same, similar, or greater responsibility or skill.



## **ARTICLE 13 PROMOTIONS**

### **Section 13.01 - Promotional Policy**

(1300)

Before employees are hired from the outside to fill vacancies in all occupational classifications other than entry occupational classifications, it is the intent of the Company to promote from within the bargaining unit if available employees have the skill and ability necessary to do the work as determined by the Company. In such instance, performance and seniority shall be factors. The Union will be advised at least one week in advance of such promotions becoming effective. It is understood that the Company will make the final determination relative to promotions, and it is understood that there is no automatic promotion from one occupational classification to another.

(1301)

Notwithstanding the above, in the event that there is a dispute regarding the Company's decision in filling a vacancy, including but not limited to the seniority or qualifications of any applicant, the employee and/or the Union shall have the right to contest the Company's decision by filing a grievance and utilizing the grievance procedure up through and including arbitration.

(1302)

Notwithstanding the Company's right to assign or to hire new employees, when an opening occurs, first consideration will be given to the senior qualified employee in the bargaining unit requesting consideration. This provision will not be subject to Article 10.

### **Section 13.02 - Promotional Wage Adjustments**

(1303)

In the event that an employee is promoted to a higher-rated occupational classification by the Company, he shall receive the minimum wage rate for the new occupational classification.

### **Section 13.03 - Promotion to Lead Technician**

(1304)

The Lead Technician position will not be posted when a vacancy occurs or a new position created. The Lead Technician position will be filled by the senior qualified employee in the work group where the opening occurs.

## ARTICLE 14 VACATIONS

### Section 14.01 - Vacation Policy

(1400)

It is the policy of the Company to grant a vacation to employees as herein provided. Vacations will, so far as possible, be granted at times most desired by employees. When the schedule of vacations of employees in the same group would hamper efficient operations, the choice of vacation time shall be determined by seniority within the group. The Company reserves the final right to fix the time for vacation in order to insure orderly and efficient operations.

### Section 14.02 - Vacation Eligibility

(1401)

Beginning on the date of hire, employees will accrue vacation according to the following schedule:

#### Continuous Service Credit

<u>From</u>	<u>Less Than</u>	<u>Vacation with Pay</u>
0 Years	5 Years	10 Days (80 Hours) (3.334 hours per pay period)
5 Years	15 Years	15 Days (120 Hours) (5.0 hours per pay period)
15 Years or More		20 Days (160 Hours) (6.667 hours per pay period)

(1402)

(A) Eligibility: Full-time employees are eligible to take vacation when they have completed six (6) months of continuous active employment.

(1403)

### Section 14.03 - Accumulating Vacation

(1404)

Vacation time will be paid at the employee's working rate, not to exceed forty (40) hours per week. Employees may accrue up to two (2) times their annual accrual rate. Accrued vacation may be taken at a time mutually agreeable between the employee and the Company. Vacation time may be taken as it is accrued, immediately commencing from the employee's date of hire, in increments as small as .5 hours.

#### **Section 14.04 - Special Rules Governing Vacation**

(1405)

Employees who go on approved leave of absence, excluding military leaves, in excess of thirty (30) days, will be paid all vacation which they have earned but have not used, and all vacation which has been accrued up to the date of the leave of absence prior to the start of their leave of absence. Employees will accrue vacation for a period of thirty (30) days while on FMLA unpaid leave of absence.

Employees who are laid off from lack of work will be paid all of their accrued vacation at the time of layoff.

(A) Vacation pay will be at the employee's working rate of pay.

(1406)

(B) Whenever a paid holiday occurs within the vacation period, the total number of days charged as vacation will not include the holiday.

(1407)

(C) Payment in lieu of vacation is not allowed, except as provided in Article 14, Section 14.05.

(1408)

(D) Continuous employment shall accumulate during a leave of absence which is less than six (6) months, but shall not accumulate during any part of a leave of absence in excess of six (6) months or during a layoff.

(1409)

(E) Vacation may be taken in half hour (.5) increments.

(1410)

(F) Employees terminating from the Company for any reason other than layoff, who are subsequently rehired, shall commence vacation accumulation from the date of rehire.

(G) In the event an employee, while on vacation, becomes sick or is injured to the extent that hospitalization is required, the employee will be allowed to change from vacation status to sick leave status for that period of time the employee remains hospitalized or until the employee's sick leave benefit is depleted, whichever is earlier. The Company shall have the right to demand such proof of illness or injury, as it deems desirable.

#### **Section 14.05 - Vacation Payment Upon Termination**

(1411)

Upon termination or layoff, an eligible employee will be paid for all unused and accrued vacation at the employee's current base rate of pay.

## **ARTICLE 15 SICK LEAVE**

### **Section 15.01 - Sick Leave Policy**

(1500)

Sick leave shall be granted under the following conditions:

(1501)

(A) Illness of employee.

(1502)

(B) Illness or death in the immediate family, i.e., spouse, mother, father, step-mother, step-father, mother-in-law, father-in-law, children, step-children, brother, sister, son-in-law, daughter-in-law, grandparents, and grandchildren.

(1503)

(C) Medical or dental appointments which can only be arranged during working hours. (Employees should be encouraged to arrange medical or dental appointments so as to avoid absence from work when reasonably practical.)

### **Section 15.02 - Sick Leave Accrual**

(1504)

Employees on the Company's active payroll as of 08 July 2002, and who have completed one (1) year of continuous employment, shall be granted during the following year and each year thereafter, on July 1, ten (10) days of sick leave. Sick leave granted under the provisions of this Article 15 shall consist of eight (8) days of Guaranteed Sick Leave and two (2) days of Non-Guaranteed Sick Leave.

(1505)

Employees who have less than one (1) year of continuous employment as of July 1 following their hire date, will be granted pro rated sick leave days on July 1. The pro rated days of Guaranteed and Non-Guaranteed sick leave shall be in accordance with the schedule shown below:

Month of Hire	Guaranteed Sick Leave	Non-Guaranteed Sick Leave
August	7	2
September	6	2
October	5	2
November	5	2
December	4	2
January	3	2
February	2	2
March	1	2
April	0	2
May	0	2
June	0	1

(1506)

Employees who have completed one year of continuous service shall be granted sick leave as referenced in Paragraph (1504).

**Section 15.03 - Sick Leave Anniversary Date****(1507)**

The sick leave anniversary date for employees will be July 1 for each year.

**Section 15.04 - Sick Leave Pay****(1508)**

Sick leave pay shall be calculated and paid at the employee's working rate at the time the sick leave is taken. Sick time absences shall only be taken and paid in units of .5 hours. An employee who takes a disability leave of absence will not receive any sick leave pay for which he is eligible for any of the days in question unless he makes a written request to the Program Manager (PM) or his Designee. Employees on leave of absence may use sick leave credits only if the leave is for medical reasons.

**Section 15.05 - Time Charge****(1509)**

Sick time absences shall first be charged to an employee's annual unused Sick Leave balance, upon depletion of such balance the employee may use their bank time in accordance with Section 15.06.

**Section 15.06 - Guaranteed Sick Leave****(1510)**

Beginning with the July 1, 2003 accrual, and thereafter at the end of each subsequent year of continuous employment, any unused Guaranteed Sick Leave balance (at the end of the year) will be deposited to a sick leave bank. The amount of sick leave deposited in the sick leave bank shall be in accordance with the schedule shown below:

<b>Guaranteed Sick Leave Used During the Year</b>	<b>Deposit to Sick Leave Bank</b>
None	Eight (8) Days
One (1) Day	Seven (7) Days
Two (2) Days	Six (6) Days
Three (3) Days	Five (5) Days
Four (4) Days	Four (4) Days
Five (5) Days	Three (3) Days
Six (6) Days	Two (2) Days
Seven (7) Days	One (1) Days
Eight (8) Days	None

**(1511)**

The maximum amount of Guaranteed Sick Leave, which may be accumulated in the sick leave bank, will be 520 hours. The balance of the sick leave bank will be paid to the employee upon termination.

**(1512)**

Sick leave that is deposited in the sick leave bank will only be used for bona fide medical problems. A doctor's certificate may be required when an absence is for three (3) or more days.

#### **Section 15.07 - Reporting Requirements for Personal Illness**

(1513)

An employee who is absent on a regularly scheduled work day due to personal illness shall be required to follow the procedure hereinafter set forth:

(1514)

- (A) Notify his/her Technical Manager not later than one and one-half (1-1/2) hours after his/her scheduled start time on the first day of absence. In the event the Technical Manager in the employee's department are not available, the employee will notify the Area Manager.

(1515)

- (B) State the reason for his/her absence and his/her anticipated date of return to work.

(1516)

- (C) In the event the employee is unable to return to work on the anticipated date, he shall provide notification as stipulated in Paragraph (A) above.

(1517)

- (D) Except for extenuating circumstances, failure to follow this procedure may result in non-payment to the employee for the day of illness claimed.

#### **Section 15.08 - Certification for Personal Illness**

(1518)

An employee requiring the use of more than Three (3) consecutive days of sick leave for personal illness may be required to certify such usage to his/her Technical Manager. Certification of absence due to personal illness will only be accomplished if the employee presents a written and signed medical certification from his/her personal physician which includes the period the employee was under treatment and the reason for the treatment. Such medical certification, obtained subsequent to the first day of absence but prior to returning to work, will normally be considered as substantiation for that period of absence due to illness. Failure to provide the proper certification will disqualify the employee for payment for the absence period involved.

#### **Section 15.09 - Sick Leave Eligibility for Rehires**

(1519)

Employees terminating the Company who are subsequently rehired, shall have their previous service time applied to sick leave computation.

## **ARTICLE 16**

### **LEAVES OF ABSENCE**

#### **Section 16.01 - Definitions**

**(1600)**

- (A) Eligibility: Employees who have completed the probationary period are considered eligible for consideration for leaves of absence.

**(1601)**

- (B) Informal Leave of Absence: Informal leaves of absence are those for a period of five (5) consecutive work days or less excluding the sixth (6th) and seventh (7th) day of an employee's work week.

**(1602)**

Informal leaves of absence shall, if operational requirements permit, be granted for good and sufficient reason, without pay, by submitting a request on a form supplied by the Company, three (3) days prior to such absence, and receiving the approval of the employee's Area Manager prior to such absence. Any denial of an informal leave of absence may be appealed to the Program Manager (PM) or Designee.

**(1603)**

- (C) Formal Leave of Absence: Formal leaves of absence are those identified in this Article which are granted to an employee for a period of more than five (5) consecutive work days excluding the sixth (6th) and seventh (7th) days of an employee's work week, who requests such a leave on a form supplied by the Company.

#### **Section 16.02 - Leaves Without Pay**

**(1604)**

- (A) Personal Leave – An employee who requests a personal leave of absence for good and sufficient reason, shall, if work requirements permit, be granted a leave of absence without pay. To request leave without pay for more than 5 consecutive working days, the employee must provide written application to and receive written approval from the employee's Technical Manager and the Program Manager (PM) or their Designees at least three (3) work days prior to the request date of such leave. The three (3) workday advance notice will be waived in bonafide emergencies. Such leave shall be granted without prejudice.

**(1605)**

- (B) Military Leave - Upon receipt of a copy of the employee's military orders, the Company will comply with the provisions of the Veteran's Re-employment Rights Act.

(1606)

- (C) Disability Leave - An employee who becomes disabled due to illness, injury or pregnancy, who makes a written claim of such disability to the Program Manager (PM) or Designee which is supported by evidence satisfactory to the Company on a form to be supplied by the Company, shall be granted a formal leave of absence without pay effective the first (1st) day of absence from work. Such leaves of absence shall be granted by the Company for an original period of not more than sixty (60) calendar days which period shall be extended for an additional sixty (60) calendar days upon written request by the employee, accompanied by evidence satisfactory to the Company on a form to be supplied by the Company that such additional period is reasonably necessary, made to the Program Manager (PM) or Designee not later than the last day of any current leave of absence period provided that no such leave of absence be granted by the Company for any period in excess of one (1) year from the effective date of such leave.

(1607)

- (D) Family and Medical Leave - The Company will provide employees leaves of absence in accordance with the Family and Medical Leave Act of 1993. Employees may have the option to utilize vacation while on family and medical leave if they so choose.

(1608)

- (E) Union Business Leave - An employee elected, appointed or designated by the Union to serve as a full-time officer or employee of the Union shall be granted leave without pay. During the period of such leave the employee shall continue to accrue seniority.

(1609)

- (F) Upon the return of an employee who has been granted a leave of absence to conduct Union business, such employee shall be placed in the classification held immediately prior to the leave of absence, at the appropriate in-grade position in such classification provided such employee's seniority standing at the time is such that under the provisions governing seniority at the time of return, the employee is entitled to the classification and provided the employee is qualified to perform the duties of the job.

### **Section 16.03 - Leaves With Pay**

(1610)

- (A) Bereavement Leave Pay - When a death occurs in an employee's immediate family (spouse, mother, father, step-parent, sister, step-sister, half-sister, brother, step-brother, half-brother, daughter, son, step-child, grandmother, grandfather, grandchild, spouse's mother or father, spouse's grandmother or grandfather), the employee will be paid bereavement pay for time lost for no more than four (4) standard working days immediately prior to, including and/or following the day of the funeral. No Bereavement Leave pay shall be paid for the sixth (6th) or seventh (7th) day in the employee's workweek nor for any dates the employee receives other pay, e.g., Holiday pay, Jury or Subpoenaed Witness Duty pay, or Military Reserve payment. Before payment can be made, written verification of date of funeral and relationship of the employee to the deceased may be required by the Director-People & Administrative Services (PAS).

(1611)

- (B) Military Reserve Service Pay - An employee who is called to and performs short-time active duty of ninety (90) calendar days or less, including annual active duty for training, as a member of the United States Armed Forces Reserve or National Guard, shall be paid as provided below for days spent performing such duty provided the employee would not otherwise be on layoff or leave of absence.



(1612)

- (1) The employee will be paid the amount of straight time pay the employee would have otherwise been paid by the Company during the first ten (10) working days of such period or portion thereof of each military fiscal year that the employee is called to such duty, less military pay earned during the fourteen (14) calendar days starting with the first (1st) day of such service. Military pay is defined as rations, subsistence, and travel.

(1613)

- (2) In order to receive payment under this Section, an employee must give the Program Management & Administration Office (PM&A) Manager prior notice of such military duty and, upon return to work, furnish the PM&A Manager with a statement of the military pay received for performing such duty.

(1614)

- (C) Court Leave Pay - When an employee is absent from work in order to serve as a petit, Coroner's or a Federal Grand Juror or to report to the court in person in response to a jury duty summons or to report for jury examination or to comply with a subpoena as a witness in a federal or state court of law in the state in which the employee is working or residing, the employee shall be granted pay for those hours for which the employee is absent from work during the employee's regular eight (8) hour day or regular five (5) day work week. Employees will be moved to first shift for the period of jury or subpoenaed witness duty if operations will not be adversely affected.

(1615)

- (1) Pay for such work time lost shall not exceed, for any one (1) employee, a total of twenty (20) regular eight (8) hour work days in any one (1) calendar year. Pay for such work time lost shall be computed at the employee's regular working rate exclusive of any premium for overtime. In no case will payment be made for jury or subpoenaed witness duty performed on the sixth (6th) or seventh (7th) day of an employee's regular assigned work week or for hours in excess of the employee's regular eight (8) hour work day or for jury or subpoenaed witness duty while the employee is on layoff or authorized vacation or leave of absence.

(1616)

- (2) If an employee assigned to the second (2nd) shift is absent from work on such shift on the calendar day that the employee serves as a juror or subpoenaed witness, such absence shall be deemed to be an absence from work in order to serve as a juror or subpoenaed witness.

(1617)

- (3) If a third (3rd) shift employee serves on jury duty or as a subpoenaed witness, absence on the next regularly scheduled assigned (Monday through Friday) shift following the day of service will be counted for jury or subpoenaed witness duty pay purposes.

(1618)

- (4) Partial day absence for which the Company pays jury or subpoenaed witness duty pay shall count as time worked when computing daily overtime.

(1619)

- (5) For purposes of qualifying for holiday pay in accordance with the terms of Article 9 of this Agreement, Company-paid jury or subpoenaed witness time on a day that immediately precedes or immediately follows the holiday shall count as time worked.

(1620)

- (6) Pay for work time lost by employees who must report for jury examination will be paid only when they cannot report for such examination outside of their regular shift hours. To receive pay for work time lost, an employee must promptly notify the employee's department head of any notice duty or as a subpoenaed witness and the Company may, if it so desires, request the Jury Commissioner or Court to excuse employee from such duty. If the employee is so excused, the Company shall not be required to pay jury or subpoenaed witness pay under the provisions of this section.

(1621)

- (7) An employee shall not be entitled to receive subpoenaed witness duty pay where the employee (a) is called as a witness against the Company or its interests; or (b) is called as a witness on the employee's own behalf in an action in which the employee is a party; or (c) voluntarily seeks to testify as a witness; or (d) is a witness in a case arising from or related to the employee's outside employment or outside business activities.

(1622)

- (8) In order to recover jury pay, the employee must furnish to the Company a certificate from the Clerk of the Court in which the employee serves as a juror certifying the date or dates of attendance.

#### **Section 16.04 - General Provision Regarding Leaves of Absence**

(1623)

- (A) Seniority During Periods of Approved Leaves: The seniority possessed by an employee at the time they receive an approved leave of absence, granted in accordance with this Article, shall continue to accumulate during such approved leaves of absence for the time period approved by the Company in accordance with this Article.

(1624)

- (B) Compensable Injuries: Any employee included within this Agreement who has been wholly or partially incapacitated for the employee's regular work by compensable occupational injury or compensable occupational illness while in the employ of the Company, while so incapacitated, may be placed on available work which the employee can do without regard to the seniority provisions of this Agreement. Should such disability be of a temporary nature, such as will permit the employee to return to and perform the duties of the employee's classification, the employee shall retain and accumulate seniority in the former job and shall be paid at such employee's former pure base hourly rate. Should the nature of the employee's disability be permanent, such as will not permit the employee to return to perform the duties of the employee's classification, the employee's seniority shall be transferred to the new occupation.

(1625)

- (C) Other Employment/Occupation: No employee shall be granted a leave of absence for the purpose of accepting other employment or of engaging in any gainful occupation, and any leave of absence granted under any of the provisions of this Article shall automatically terminate if such employee, while on a leave of absence, accepts employment or engages in other gainful work without the knowledge and approval of the Director-People & Administrative Services (PAS). The Company agrees to notify the Union of any leaves of absence granted for such purpose.

(1626)

- (D) Employee(s) injured on the job will be paid a full day's occupational disability pay regardless of the time the employee left from work.

## **ARTICLE 17**

### **SAFETY AND HEALTH**

**(1700)**

The Union shall be entitled to one (1) representative or alternate on the Company Safety Committee. Meetings of the Team shall be held quarterly on such days as the Team may designate. Such Team shall discuss complaints regarding unsafe and unhealthful working conditions and shall make recommendations to management from time to time regarding such matters. Receipt and investigation of complaints regarding unsafe and unhealthful working conditions, and rotation of committee chairmanship shall be as prescribed in the Team's Charter.

**(1701)**

The Company acknowledges that the Union's safety representatives are advisory participants only, and it is the exclusive responsibility of the Company to maintain a safe work place for its employees during hours of employment.

## ARTICLE 18 HEALTH AND WELFARE PLANS

### Section 18.01 - Health Insurance

(1800)

The Company provides for group medical and dental insurance for full-time employees and their eligible dependents. Coverage is described in Schedule E and will remain in effect and will not change, for the duration of the agreement. Elected coverage commences on the first of the month following 30 days of employment. The insurance is a comprehensive and flexible plan that is administered by Colonial Healthcare, Inc. (CHC), a third party administrator. This plan offers two choices in a Preferred Provider Program – the first is to exclusively use the physicians and hospitals participating in the Exclusive Provider Organization (EPO) Plan; the second option permits the employee to use the plan physicians or use the physician of their choice, with the usual deductibles under the Preferred Provider (PPO) Plan. For those who choose to participate in the EPO, coverage is provided for emergencies only, while on travel. Using the plan physicians enables the employee to go to any participating provider for treatment, pay a co-payment for each visit, and forego the need to file any paperwork. The provider network for the plans is SouthCare PPO Network ([www.southcareppo.com](http://www.southcareppo.com) or 1-800-843-1787), a nationwide network.

(1801)

A prescription card is also included with either plan at no additional cost.. For each prescription (30 day supply) the employee pays \$10 for brand name drugs (plus difference between brand and generic when generic is available) or \$5 for generic drugs. A mail-order drug program is also available for up to 90 day supply. The prescription service is administered by Medco Health ([www.medcohealth.com](http://www.medcohealth.com) or 1-800-272-7243), a nationwide network.

(1802)

If enrolled in the medical program, the employee will automatically be enrolled in the vision plan. If the employee does not enroll in the medical plan, the employee will not be eligible for the vision benefit. The vision plan pays covered vision care expenses up to a certain scheduled dollar amount.

(1803)

The Company also provides for dental insurance coverage for Full-time employees and dependents. The Plan provides \$2,000 in benefits per calendar year, per person, excluding orthodontia care. The plan covers 100% for cleanings, 80% for minor services and 50% of major services (including periodontic and endodontic treatment) after a dental deductible of \$50 per person is met each calendar year. Orthodontia charges are paid at 50% of covered expenses after a one year period has been satisfied under the plan up to a maximum of \$2,000. The employee may use any licensed dental provider of their choice.

The current pay period deduction for Medical Insurance is as follows:

**Effective February 16, 2006**

<u>Plan</u>	<u>Employee &amp; Two or More Dependents</u>	<u>Employee &amp; One Dependent</u>	<u>Single</u>
<b>EPO</b>	<b>\$66.65</b>	<b>\$46.65</b>	<b>\$22.40</b>
<b>PPO</b>	<b>\$84.98</b>	<b>\$59.49</b>	<b>\$28.55</b>
<b>Dental</b>	<b>\$6.41</b>	<b>\$6.41</b>	<b>\$6.41</b>

**Effective February 1, 2007**

<u>Plan</u>	<u>Employee &amp; Two or More Dependents</u>	<u>Employee &amp; One Dependent</u>	<u>Single</u>
<b>EPO</b>	<b>\$66.65</b>	<b>\$46.65</b>	<b>\$22.40</b>
<b>PPO</b>	<b>\$84.98</b>	<b>\$59.49</b>	<b>\$28.55</b>
<b>Dental</b>	<b>\$6.41</b>	<b>\$6.41</b>	<b>\$6.41</b>

**Effective February 1, 2008**

<u>Plan</u>	<u>Employee &amp; Two or More Dependents</u>	<u>Employee &amp; One Dependent</u>	<u>Single</u>
<b>EPO</b>	<b>\$66.65</b>	<b>\$46.65</b>	<b>\$22.40</b>
<b>PPO</b>	<b>\$84.98</b>	<b>\$59.49</b>	<b>\$28.55</b>
<b>Dental</b>	<b>\$6.41</b>	<b>\$6.41</b>	<b>\$6.41</b>

(1805)

If married and the employee's spouse is eligible for group health care coverage through a non-Analex employer, but does not elect it, the employee will pay a supplemental contribution of \$23.09/week if the employee elects dependent spouse coverage under the Analex medical plan.

(1806)

Employees will have the option to waive medical and dental coverage and be compensated as follows:

Waive Medical

Waive Dental

Waive Medical & Dental

\$80 per pay period

\$20 per pay period

\$100 per pay period

**Section 18.02 - Retirement Income Plan**

(1807)

The Company will contribute for hours worked or compensated on the first 40 hours in a workweek up to a maximum of two thousand eighty (2080) hours per year, eighty-five cents (\$.85) per hour beginning February 1, 2006. Contributions will be paid directly to all eligible employees.

### **Section 18.03 - Employee Savings Plan-401k**

(1808)

The savings plan is available through the Analex Corporation Retirement Plan. Employees can save up to 60% of their pay on a pre-tax basis. The Company will match \$1.00 for each dollar the employee saves up to 4% per pay period. New employees are immediately eligible to participate in the savings plan and employee contributions and Company matching contributions are immediately vested. Employees have the choice of 20 different investment options offered by Fidelity Investment Services, and an automated telephone/online system allows the employee to make transactions 24 hours day/7 days a week.

(1809)

Available investment options offered by Fidelity Investment Services are attached in Letter of Understanding #1.

### **Section 18.04 – Plan Name Change**

(1810)

The parties agree that the name of the plans as identified above may be changed during the term of this agreement to reflect sponsorship by Analex Corporation.

### **Section 18.05 – Life Insurance**

(1811)

The Company pays the cost of term life insurance for all Full-time employees in an amount of \$30,000. The plan also provides accidental death and dismemberment insurance in an amount of \$30,000.

(1812)

Optional life insurance gives the employee the opportunity to purchase additional term life insurance at very competitive group rates. The employee may elect coverage equal to one, two, three, four or five times the company paid life insurance coverage. The weekly cost is based on the employee's age and the amount of coverage selected. The employee may also insure their spouse and dependent child(ren).

(1813)

Both options are administered by Reliance Standard Life Insurance Company.

### **Section 18.06 – Weekly Disability Benefit Plan**

(1814)

Employees are provided a portion of their salary for up to 26 weeks if unable to work due to illness, injury or pregnancy. The maximum weekly disability benefit is \$336. The disability benefit is administered by Reliance Standard Life Insurance Company.

### **Section 18.07 – Pretax Spending Account**

(1815)

The pre-tax spending accounts provide an opportunity to employees to pay for day care expenses and out-of-pocket medical expenses with money from their paychecks that will not be subject to federal income tax or social security tax. Each employee will be allowed to put up to \$3,000 in a pre-tax medical account and each family can put generally up to \$5,000 in a pre-tax day care account. This benefit is administered by Vantage Financial Group Plan Services.

#### **Section 18.08 – Employee Stock Purchase Plan**

(1816)

The Company offers all employees the opportunity to participate in an Employee Stock Purchase Plan. The Plan is intended to provide a means through which the Company can assist employees in acquiring stock ownership in the Company. Eligible employees may enroll in the Employee Stock Purchase Plan at either January 1<sup>st</sup> or July 1<sup>st</sup> of each year. Eligible employees may purchase the Company's Common Stock through the convenience of payroll deductions at 85% of the market price (market price at either the beginning of the period, or at the end of the period). The Plan is an Employee Stock Purchase Plan under Internal Revenue Code Section 423, which provides employees certain tax benefits.

#### **Section 18.09 – Other Paid Leave**

(1817)

The Company grants full-time employees paid leave for bereavement, military reserve service and court leave.

#### **Section 18.10 – Educational Assistance Program**

(1818)

The program provides tuition and book cost reimbursements for employees participating in approved educational programs. Courses or degrees are not required to be related to the employee's current job or possible career path. The maximum benefit is \$5,000 per year.

#### **Section 18.11 – Employee Assistance and Work/Life Referral Program**

(1819)

The company covers up to four visits per year for assessment, consultation and short-term problem resolution for concerns such as family and marital conflict, legal/financial, grief, drug and alcohol abuse, stress/anxiety, depression, parenting, and any other personal concern. To ensure confidentiality, all services are provided by Inova Employee Assistance-an independent organization ([www.inovaep.com](http://www.inovaep.com) or 1-800-346-0110.).

#### **Section 18.12 – Long Term Disability Benefit Plan**

(1820)

The Company will provide long-term disability benefit plan at 60% of weekly earnings, up to \$10,000 per month.

## **ARTICLE 19**

### **GOVERNMENT SECURITY**

#### **Section 19.01 - Security Responsibility**

(1900)

The Union acknowledges that the Company, as a National Aeronautics and Space Administration (NASA) contractor, has certain obligations in its contracts with the United States Government pertaining to security, and that such security is vital to the Union and the Company in the conduct of the NASA programs. Therefore, nothing in this Agreement shall require the Company to employ, or continue in its employment, or to give access to any building, area, or site to any person or persons to whom either the Secretary of Defense, or the Secretary of the Army, or the Secretary of the Navy, or the Secretary of the Air Force, or NASA Security or their duly authorized representatives, in the interest of security against espionage, sabotage, or subversive activity, has refused access to classified information and/or work. Any such employee shall have no seniority rights under this Agreement while such determination is outstanding. In the event, however, that a review duly made by the appropriate government authority shall result in a reversal in the original ruling, all seniority, benefits, and other employment rights as an employee shall be restored to him, and if he has been removed from employment for security reasons and such reversal is obtained after his/her removal, he shall be offered reinstatement in accordance with his/her accumulated seniority.

#### **Section 19.02 - Financial Liability for Security Actions**

(1901)

It is understood that there shall be no liability, financial or otherwise, on the part of the Company for any suspension, change in status, termination, or transfer growing out of a denial of work on or access to classified information, material, or restricted areas. The company shall not be held liable, financially or otherwise, for any suspension, change in status, termination, or transfer as a result of a denial of work on or access to classified information, material, facility, or area.

(1902)

Suspension, change in status, transfer, or terminations because of a denial or withdrawal of a security clearance by the appropriate governmental agency shall not be subject to the grievance and/or arbitration procedure.

#### **Section 19.03 - Security Regulations**

(1903)

In the event that an employee has not been granted a final Unescorted Access Personnel Reliability Program (UAPRP) or a Space Human Assurance and Reliability Program (SHARP) authorization, for all work areas where such authorization(s) are required, and/or have not been granted a final U. S. Government Secret Clearance within one hundred twenty (120) days following the first day of employment or date of request, shall be subject to transfer or termination, as deemed appropriate by the Company, such transfer or termination shall not be reviewable through the grievance and arbitration procedures set forth in Article 10 of this Agreement.

(1904)

Employees in each seniority group shall be submitted to the government for controlled area access and/or security clearance approval, as authorized by the government, on the basis of seniority with the most senior employee in the seniority pool being submitted first.

(1905)

The Company, all representatives of the Union having access to the premises, and all employees are required to comply with applicable government security regulations when performing work for the Government. The Company and the Union agree that security information will be revealed only to persons properly cleared and required to have the information by the Government.



## **ARTICLE 20**

### **UNION REPRESENTATION**

#### **Section 20.01 - Designation of Stewards**

(2000)

The number of Stewards and Chief Stewards to be recognized by the Company shall be determined by mutual agreement of the Parties and before a change to the number of Stewards previously agreed upon can occur, a meeting between the Company's Program Manager (PM) or his Designee and the Union's Business Manager shall be held. No unilateral change may be made to the number of Stewards to be so recognized. The Stewards shall be employees of the Company and shall be appointed by the Union. The Union will provide the Company with a list in writing of the names of the accredited Stewards and their assigned areas of responsibility on a current basis.

#### **Section 20.02 - Scope of Steward's Union Activities**

(2001)

The Steward's Union activities on Company time shall fall within the scope of the following functions:

(2002)

(A) To consult with an employee regarding the presentation of a request, complaint, or grievance which the employee desires him to present.

(2003)

(B) To investigate a complaint or grievance of record before presentation to the appropriate Technical Manager.

(2004)

(C) To present a request, complaint, or grievance to an employee's immediate Technical Manager in an attempt to settle the matter for the employee or group of employees who may be similarly affected.

(2005)

(D) To meet by appointment with an appropriate Manager or other designated representative of the Company, when necessary, to adjust grievances in accordance with the Grievance Procedure of this Agreement. The Company and the Union are in agreement that the minimum amount of time should be spent in the performance of these duties.

#### **Section 20.03 - Scope of Union Representatives' Activities**

(2006)

Subject to existing security regulations, the Business Manager or other authorized representative of the Union shall have access to the Company's work areas during working hours for the purpose of investigating grievances, complaints, or matters arising out of the application of this Agreement and for the purposes of attending meetings in accordance with the Grievance Procedure. He shall obtain from the Company authorization for each visit, and such visit shall be subject to such regulations as may be made from time to time by the Company. The Company will not impose regulations which will exclude such representatives from the work areas nor render ineffective the intent of this provision.

#### **Section 20.04 - Introduction of Employees**

(2007)

New or transferred employees who are employed in occupations covered by this Agreement shall be introduced to the Union Steward in the activity to which such employees will be permanently assigned as soon as possible, but not later than two (2) weeks following such assignment. The sole function of the Steward under this Section is to explain his/her responsibilities under this Agreement.

#### **Section 20.05 - Permission to Leave Work for Union Activities**

(2008)

The Steward before leaving his/her work station to perform any of his/her functions herein set forth, shall request permission from his/her Technical Manager and state the Union business he desires to conduct on Company time. Such permission shall be immediately granted unless it should substantially interfere with operations. If necessary, a Steward shall remain on his/her regular work until a reasonable time is afforded to provide a substitute in his/her place. When entering the area of another Technical Manager's responsibility, he will contact the Technical Manager before attempting to contact any employee. He shall report to his/her Technical Manager upon completing each mission.

#### **Section 20.06 - Union Activity Pass**

(2009)

Union Representatives shall, before beginning any act as authorized by this Agreement, secure from their Manager a Union Activity Pass.

## **ARTICLE 21 GENERAL PROVISIONS**

### **Section 21.01 - Bulletin Boards**

(2100)

The Company agrees to provide a suitable number of bulletin boards for posting of Union publicity. Material posted shall be limited to notices of Union meetings, Union newspaper items, and the Union recreation and social activities. (2101) It is agreed that only notices approved by the Company shall be posted. Approval of such posting shall not be unreasonably withheld. It is further agreed that there will be no other literature within the work areas without proper prior approval by the Company.

### **Section 21.02 - Certifications and Licenses**

(2102)

The Company will during the life of this agreement require all employees to meet the physical standards of continued employment as required by Company policy. Those employees who require certification or licensing under the Company policy and NASA regulations, for such items as Government driver's license, visual acuity, and soldering abilities, will be expected to meet such certification requirements. Failure to meet such requirements will result in the employee's job assignment being changed, and may, where necessary, result in his/her termination. Where any such action is necessary, the Company will advise the Union accordingly

(2103)

Where any such action is necessary, the Company will advise the Union accordingly.

### **Section 21.03 - Record of Disciplinary Action**

(2104)

The Company will consider reprimands or disciplinary actions against an employee as cleared from his/her record after a twelve (12) month period from the date of issuance, provided that there have been no further infractions during that period. However, the employee must request from Labor Relations, in writing, removal of such disciplinary action from the personnel file. The employee's record may be cleared earlier when, in the judgment of the Company, his/her past service record warrants such action.

### **Section 21.04 – Drug-Free Workplace**

(2105)

Management and the Union recognize the need for a partnership to successfully achieve a Drug Free Workplace. The Company is committed to conducting the highest quality Drug-Free workplace program that protects the privacy and best interest of the employees. A copy of the Drug-Free Workplace Policy, is attached in Schedule "D".

### **Section 21.05- Complete Agreement**

(2106)

The Parties hereby acknowledge and affirm that during the negotiations which led to this Agreement, each of them had the unlimited right and opportunity to formulate demands and proposals with respect to all subjects or matters not excluded by law from the collective bargaining area and that all decisions and covenants reached by them through the use of such rights and opportunities appear in this Agreement.

(2107)

Therefore, it is agreed that the items herein set forth contain the complete agreement between the Parties for the term of this Agreement. However, the Parties further agree that this Agreement may be amended by the mutual consent of the Parties in writing during its term.

(2108)

The right to present any demands or proposals on any matters, whether or not discussed during the negotiations which led to this Agreement, except as otherwise provided in the Agreement, is hereby waived by the Company and the Union for the term of this Agreement.

#### **Section 21.06 - Legality of Provisions**

(2109)

Should any provision or provisions of this Agreement, or any application thereof, become unlawful by virtue of any Federal or State law, the Executive Order of the President of the United States pursuant to law, or by final adjudication of any court of competent jurisdiction, the provision or application of a provision of this Agreement shall be modified in compliance with the law, order, or final adjudication, but in all other respects the provisions of this Agreement shall continue in full force and effect for the life thereof.

#### **Section 21.07- Successors**

(2110))

This Agreement shall be binding upon, and shall inure to the benefit of the Parties hereto, their successors and assigns.

#### **Section 21.08 – Interpretations**

(2111)

(2110)Only the Company's Program Manager (PM) or his Designee and the Union's Business Manager, hereafter "the parties" may interpret, alter or amend this agreement by mutual action in writing and no individual employee or group(s) of employees shall have cause to complain. Therefore, it being understood that any interpretation or arrangement mutually satisfactory to the parties hereto shall be binding upon all individual employees, or group(s) of employees, whether such action be prospective or retroactive.

#### **Section 21.09- Modifications and Amendments**

(2112)

(2111)Any modification or amendment of this Agreement, voluntarily agreed to and reduced to writing, signed by the Company's Program Manager (PM) or his Designee and the Business Manager of the Union shall be binding on both the Company and the Union and any employee affected thereby.

#### **Section 21.10 - Masculine - Feminine References.**

(2113)

In construing and interpreting the language of this Agreement, reference to the masculine, such as "he", "him", and "his", shall include reference to the feminine.

**ARTICLE 22**  
**TERM & NOTICE OF CHANGE OR TERMINATION**

(2200)

This Agreement shall be effective 01 February 2006, and shall continue in full force and effect to and including 31 January 2009 unless otherwise specifically provided as to certain provisions. This Agreement shall continue in effect from year to year thereafter unless notice in writing shall be given by either Party to the other of changes desired in the Agreement or of its termination at least sixty (60) days prior to 31 January 2009.

(2201)

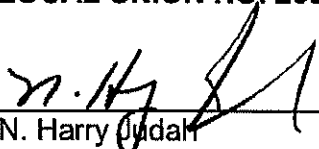
If the Parties do not reach an agreement with respect to such proposed changes or a new agreement in event termination notice has been given prior to said expiration date, the Parties may, by mutual consent, extend this agreement for a specified period of time to allow further negotiations.

**SIGNATURE OF THE PARTIES**

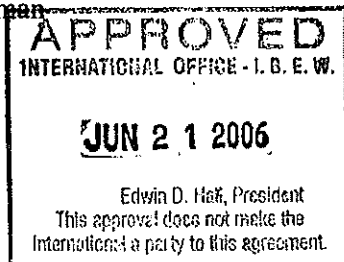
In Witness Whereof, the parties have caused this agreement to be executed by their duly authorized representatives as of the day and year first above written.

Dated this 18 day of March 2006.

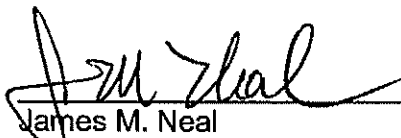
**INTERNATIONAL BROTHERHOOD OF  
ELECTRICAL WORKERS (AFL-CIO)  
LOCAL UNION NO. 2088**

  
\_\_\_\_\_  
N. Harry Judah  
Business Manager  
IBEW Local 2088

  
\_\_\_\_\_  
J. R. Hough, Jr.  
Committeeman



**ANALEX COPORATION**

  
\_\_\_\_\_  
James M. Neal  
Program Management & Administration  
Area Manager

  
\_\_\_\_\_  
Charles W. Floyd  
ELVIS Program Manager

**SCHEDULE "A"**  
**RATE RANGE AND PROGRESSION SCHEDULE**

**A. Hourly Wage Rate Schedule**

<u>Classification</u>	<u>Effective</u> <u>2/01/06</u>	<u>Effective</u> <u>2/01/07</u>	<u>Effective</u> <u>2/01/08</u>
C&T Technician	\$17.15-\$24.86	\$17.67-\$25.61	\$18.20-\$26.38
Lead C&T Technician	\$25.82	\$26.60	\$27.40

**B. Automatic Wage Progression:**

An employee will advance to the maximum base rate of the classification at the rate of thirty-seven cents (\$.37) per hour on the pay period beginning on March 1 and the pay period beginning on September 1 each contract year. If at the time of an automatic wage increase, such employee's base rate is thirty-six (\$.36) or less from the maximum base rate of the classification, the increase will be the amount necessary to reach the maximum base rate of the classification.

All increases will be effective on 01 March and 01 September of each year.

## **SCHEDULE "B"**

### **JOB DESCRIPTION**

**JOB TITLE: C&T Technician**

**Job Code: L001**

#### **I. POSITION SUMMARY:**

Under general direction of higher rated personnel, fabricates, installs, modifies, calibrates, refurbishes, performs functional testing, operates, monitors, and/or maintains various electrical, electro-mechanical, and electronic devices, equipment and systems, as assigned.

#### **II. MAJOR RESPONSIBILITIES:**

1. Relocates, modifies, and/or expands existing facilities, according to engineering drawings or instructions from higher rated personnel.
2. Performs maintenance, including both corrective and preventive as required. Troubleshoot at component unit level and may diagnose problems and effect repairs.
3. Operates assigned equipment or stations in support of launches or stands-by for emergency trouble clearance, and may monitor stations and man primary consoles. Performs routine operational checks.
4. May serve as systems diagnostician involving non-routine problems or problems involving entire systems, and may provide work direction, training and work verification for technical personnel.
5. May perform systems or equipment validation and buy-off and provides technical assistance in direct support of engineering, government/contractor agents and/or representatives.
6. Maintains activity logs, and documents all work or procedures performed.
7. Assists or may install equipment, systems, or sub-systems as needed to gather required data and may install, either temporarily or permanently, such equipment or devices as needed to test and evaluate systems performance.
8. May obtain equipment and supplies, prepare work areas, and assists higher-rated technical or engineering personnel in the performance of their duties.
9. Performs related duties as assigned, including any duties of lower-rated technical personnel.
10. May require physical exertion in lifting, squatting, crawling, carrying, or critical work in cramped quarters.

#### **III. EDUCATION/EXPERIENCE:**

Requires an Associate of Science degree in electronics, mechanics or related technical discipline, equivalent military school training or two year vocational school certificate in technical field and minimum of three (3) years related technical experience. It is understood that the job description cannot include every duty that each employee performs; rather the job description attempts to summarize the major duties and requirements of the job.

## **SCHEDULE "B"**

### **JOB DESCRIPTION**

**JOB TITLE: Lead C&T Technician**

**Job Code: L002**

#### **I. POSITION SUMMARY:**

Supervises, participates in, and monitors progress towards completion of the fabrication, installation, modification, calibration, refurbishment, operation, or maintenance of various electrical, electro-mechanical, and electronic devices, equipment and systems.

#### **II. MAJOR RESPONSIBILITIES:**

1. Assures technical feasibility of prescribed tasks. Performs as group leader for lower rated technical personnel assigned to particular work.
2. Monitors work progress of assigned employees and participates in work effort as required. Consults with engineering personnel work originators, and supervision to correct on-site problems, modify work plans or recommend alternative procedures as required.
3. Makes a final survey of work to assure compliance with all specifications or directives. May sign work orders indicating satisfactory completion of work.
4. Insures timely operational readiness of systems and sub-systems within his/her area of responsibility. Performs independently or follows on-site engineer's instruction while performing difficult or critical troubleshooting or diagnostic activities and performs time-critical repairs as required.
5. Coordinates activities of technical personnel under his/her direction with those of Technical Manager or engineering personnel and may act as liaison between customer and contractor personnel. Provides status of work assignments, identifies problem areas and recommends appropriate solutions.
6. Provides on-the-job training to employees, may maintain overtime distribution lists, and maintains other required logs and records.
7. Performs related duties as assigned, including any and all duties of lower-rated technical personnel.
8. May require physical exertion in lifting, squatting, crawling, carrying, or critical work in cramped quarters.

#### **III. EDUCATION/EXPERIENCE:**

Requires an Associate of Science degree in electronics, mechanics or related technical discipline, equivalent military school training or two year vocational school certificate in technical field and minimum of five (5) years related technical experience. It is understood that the job description cannot include every duty that each employee performs; rather the job description attempts to summarize the major duties and requirements of the job.



# **SCHEDULE "C"** **SENIORITY GROUP LISTING**

<b>SENIORITY GROUP/ WORK SECTIONS/ WORK GROUPS</b>	<b>SENIORITY GROUP NUMBER</b>	<b>WORK FUNCTION</b>
SENIORITY GROUP	T-1	COMMUNICATIONS & TELEMETRY
Work Section	T-1.1	Data & Communications
Work Group	T-1.1.1	Telemetry
Work Group	T-1.1.2	Communications

## **SCHEDULE "D"**

### **DRUG-FREE WORKPLACE/WORKFORCE POLICY**

It is the policy of Analex Corporation and its subsidiaries that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any full, part-time or temporary employee on or off the job is strictly prohibited.

"Controlled Substance" is defined as a controlled substance included in Schedules I through V of Section 202 of the Controlled Substances Act (21 USC 812) and as further defined in regulation at 21 CFR 1308.11-1308.15.

Pursuant to certain contracts, the Company may test employees in the following "sensitive" positions for illegal drug usage:

1. employees who have been granted access to classified information;
2. employees in positions that involve national security, health or safety;
3. an employee holding positions which require a high degree of trust and confidence.

Testing of employees will be conducted in accordance with the Mandatory Guidelines for Federal Workplace Drug Testing Programs issued by HHS (adopted in accordance with Executive Order 12563 and Section 503 of Pub. L 100-71).

Analex employees are required to participate in the Company's Drug Free Awareness and Referral Program, which is designed to:

1. educate employees about the dangers associated with the use of controlled substances;
2. inform employees of Analex' drug free workplace policy and disciplinary actions which will be taken against employees for drug abuse violations occurring in the workplace;
3. apprise Analex employees of Company and/or local drug counseling, rehabilitation and assistance programs which are available to them; and
4. provide training to Analex employees in supervisory positions to assist them in identifying and addressing illegal drug use of employees under their supervision.

Employees in supervisory positions are responsible for referring employees that they have reasonable grounds to believe they are engaged in the unlawful manufacture, distribution, dispensation, possession or use of an illegal drug on or off Company premises to the Corporate Human Resources Office for referral to treatment programs. Employees in need of treatment will also be encouraged to voluntarily contact the Corporate Human Resources Office. Both supervisory treatment referrals and self-referrals will be kept confidential by the Company unless public safety or national security requires disclosure of the referral.

Any Company employee convicted of a drug offense that occurred in the workplace must notify the Director of Administration within five (5) days after such conviction. The Company will then notify appropriate contracting officials that a Company employee has been convicted of a drug offense that occurred in the workplace within ten (10) days after receiving such notice from an employee. Furthermore, the Company will take disciplinary action, which may include termination of employment, against such employee within thirty (30) days after receiving notice of such conviction. (Conviction means a finding of guilt, including a plea of nolo contendere, or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes.)

An employee found to be using drugs illegally will not be permitted to perform in a sensitive employee position until such time as the Company has determined that the employee has been rehabilitated and is not likely to endanger national security, or the health or safety of the public. Such employee may be suspended without pay for an undetermined period, required to satisfactorily complete a drug rehabilitation program as a condition of continued employment, and may be subject to future drug tests.

Upon hire, employees will be provided a copy of the Drug Free Workforce Policy Statement and are required to complete the Drug-Free Workforce Certification (following) which will be placed in each employee's personnel records.

## SCHEDULE "E"

### ANALEX CORPORATION FLORIDA UNION EMPLOYEES EPO SCHEDULE OF BENEFITS

HEALTH PLAN	EPO PLAN In Network Only
<b>WELLNESS (Routine Care)</b>	Maximum To Be Determined
Physical Exams	100%(\$10 Co-Pay)
Well Child Care (Including Immunizations)	100%(\$10 Co-Pay)
Mammogram (Test and Reading)	100%(No Co-Pay)
Pap Smears (Test and Reading)	100%(No Co-Pay)
Prostate Blood Test (Test and Reading)	100%(No Co-Pay)
Fecal Occult Screening (Test and Reading)	100%(No Co-Pay)
<b>MAJOR MEDICAL</b>	
Deductible (Ded)	None
Coinsurance Percent	100%
(OOP) Out-of-Pocket Maximum (Excluding Deductible)	\$1500 Individual/\$3000 Family
<b>HOSPITAL BENEFITS</b>	
Hospital Deductible	N/A
In-Patient	100%(No Co-Pay)
Out-Patient	100%(No Co-Pay)
Emergency Room (for bona fide emergency)	100% (\$50 Co-Pay)
<b>SURGICAL BENEFITS</b>	
In-Patient	100%(No Co-Pay)
Out-Patient	100%(No Co-Pay)
<b>PHYSICIANS OFFICE VISITS</b>	100%(\$10 Co-Pay)
<b>DIAGNOSTIC X-RAY &amp; LABORATORY SERVICES</b>	100%(\$10 Co-Pay)
<b>PRESCRIPTION DRUG CARD</b>	<b>Retail:</b> \$5 Generic
Includes Prescribed Contraceptives & Smoking Deterrents	\$10 Brand Name
	Formularies To Be Determined
	<b>Mail:</b> 90 day supply
<b>MENTAL HEALTH AND SUBSTANCE ABUSE</b>	
<b>In-Patient</b>	
- Mental Health and Substance Abuse	100%(No Co-Pay); 30 days per year
<b>Out-Patient</b>	
- Mental health	100%(\$20 Co-Pay); 20 visits per year
- Substance Abuse	100% (\$10 Co-Pay); 30 visits per year
<b>ADDITIONAL MEDICAL BENEFITS</b>	
Pre-Admission Testing	100%(No Co-Pay)
Second Surgical Opinion	100%(No Co-Pay)
Home Health Care (60 visits per year)	100%(No Co-Pay)
Hearing Aids & Exam (\$600/3 years)	100%(No Co-Pay)
Extended Care Facility	100%(No Co-Pay)
Hospice (30 days)	100%(No Co-Pay)
Birthing Center	100%(No Co-Pay)
Spinal Manipulation (20 visits per year)	100%(\$10 Co-Pay)
Ambulance Services	100%(No Co-Pay)
Vision Exam – One per year	100%(\$10 Co-Pay)
Lens/Frames (\$100/24 months)	100% (No Co-Pay)
Durable Medical Supplies and Equipment	100%(No Co-Pay)

**DENTAL BENEFITS**

No Dental Network providers – You may use any licensed Dentist

**DENTAL – Based on Usual Customary Reasonable (UCR)****Allowance**

Deductible

Preventive &amp; Diagnostic

Basic Restorative Services

Major Restorative Services

Orthodontics – up to age 19

Calendar Year Maximum

\$50 per Calendar Year

100% (No Ded)

80% (After Ded)

50% (After Ded)

50% to \$2000 per Lifetime

\$2,000

**This is a brief summary of the benefits. All benefits are subject to the terms in the plan document.*****Important web sites and telephone numbers:******Precertification - Health Cost Consultants******[www.activehealthmanagement.com](http://www.activehealthmanagement.com)******1-800-422-7711******Medco Health (Prescription Vendor)******[www.medcohealth.com](http://www.medcohealth.com)******1-800-272-7243******SouthCare PPO Network******[www.southcareppo.com](http://www.southcareppo.com)******1-800-843-1787******MultiPlan PPO Travel Network******[www.multiplan.com](http://www.multiplan.com)******1-800-546-3887******CONTACT INFORMATION FOR COLONIAL HEALTHCARE:******Mailing Address:******P.O. Box 827, Lanham, MD 20703-0827******Telephone Number:******301-731-8855 (for the Washington Metropolitan Area)******Toll Free Customer Service Number:******1-800-344-9885 (for questions re: claims, eligibility and benefits)******Claim Inquiry Email Address:******[chc\\_claims@chc-inc.com](mailto:chc_claims@chc-inc.com)******Website for Online Claims Look Up:******<https://secure.healthx.com/colonial/asp>***

**ANALEX CORPORATION**  
**FLORIDA UNION EMPLOYEES PPO SCHEDULE OF BENEFITS**

HEALTH PLAN	PPO PLAN	
	In Network	Out of Network
<b>WELLNESS (Routine Care)</b>		\$400 Annual Maximum
Physical Exams	100%(\$15 Co-Pay)	60% (Ded & OOP)
Well Child Care (Including Immunizations)	100%(\$15 Co-Pay)	60% (Ded & OOP)
Mammogram (Test and Reading)	100%(No Co-Pay)	60% (Ded & OOP)
Pap Smears (Test and Reading)	100%(No Co-Pay)	60% (Ded & OOP)
Prostate Blood Test (Test and Reading)	100%(No Co-Pay)	60% (Ded & OOP)
Fecal Occult Screening (Test and Reading)	100%(No Co-Pay)	60% (Ded & OOP)
<b>MAJOR MEDICAL</b>		
Deductible (Ded)	None	\$500/Individual
Coinsurance Percent	100%	60%
(OOP) Out-of-Pocket Maximum (Excluding Deductible)	\$750/\$1500	\$3000
<b>HOSPITAL BENEFITS</b>		
Hospital Deductible	N/A	N/A
In-Patient	100%(No Co-Pay)	60% (Ded & OOP)
Out-Patient	100%(No Co-Pay)	60% (Ded & OOP)
Emergency Room (for bona fide emergency)	100%(\$50 Co-Pay)	100% (\$50 Co-Pay)
<b>SURGICAL BENEFITS</b>		
In-Patient	100%(No Co-Pay)	60% (Ded & OOP)
Out-Patient	100% (No-Co-Pay)	60% (Ded & OOP)
<b>PHYSICIANS OFFICE VISITS</b>	100%(\$15 Co-Pay)	60% (Ded & OOP)
<b>DIAGNOSTIC X-RAY &amp; LABORATORY SERVICES</b>	100%(No Co-Pay)	60% (Ded & OOP)
<b>PRESCRIPTION DRUG CARD</b>	<b>Retail:</b> \$5 Generic/\$10 Brand Name (+ Cost of Brand if Generic is available) Formularies To Be Determined <b>Mail:</b> 90 day supply	
Includes Prescribed Contraceptives & Smoking Deterrents		
<b>MENTAL HEALTH AND SUBSTANCE ABUSE</b>		
<b>In-Patient (care must be pre-certified)</b>		
- Mental Health and Substance Abuse	100%	50% (Ded & OOP) 20 days per year
<b>Out-Patient (care must be pre-certified)</b>		
- Mental health and Substance Abuse	100%(\$15 Co-Pay)	50% (Ded & OOP) 20 visits per year
<b>ADDITIONAL MEDICAL BENEFITS</b>		
Pre-Admission Testing	100%(No Co-Pay)	100%(No Ded)
Second Surgical Opinion	100%(No Co-Pay)	100%(No Ded)
Home Health Care	100%(No Co-Pay)	60%(Ded & OOP)
Hearing Aids & Exam (3 years)	100%(\$15 Co-Pay)	60%(Ded& OOP)to \$400
Extended Care Facility	100%(No-Co-Pay)	100%(No Ded)
Hospice	100%(No Co-Pay)	60%(Ded & OOP)
Birthing Center	100%(No Co-Pay)	100%(No Ded)
Spinal Manipulation (\$15 visits Co-Pay)		
Ambulance Services	100%(No Co-Pay)	60% (Ded & OOP)
Vision Care Exam – 2 years		
Lens/Frames/Contacts	100%(No Co-Pay)	100%(No Co-Pay)
Durable Medical Supplies and Equipment	100%(No-Co-Pay)	60%(Ded & OOP)

## DENTAL BENEFITS

**No Dental Network providers – You may use any licensed Dentist**

### DENTAL – Based on Usual Customary Reasonable (UCR)

#### Allowance

Deductible

Preventive & Diagnostic

Basic Restorative Services

Major Restorative Services

Orthodontics – up to age 19

Calendar Year Maximum

\$50 per Calendar Year

100% (No Ded)

80% (After Ded)

50% (After Ded)

50% to \$2000 per Lifetime

\$2,000

This is a brief summary of the benefits. All benefits are subject to the terms in the plan document.

### *Important web sites and telephone numbers:*

*Precertification - Health Cost Consultants*

[www.activehealthmanagement.com](http://www.activehealthmanagement.com)

1-800-422-7711

*Medco Health (Prescription Vendor)*

[www.medcohealth.com](http://www.medcohealth.com)

1-800-272-7243

*SouthCare PPO Network*

[www.southcareppo.com](http://www.southcareppo.com)

1-800-843-1787

*MultiPlan PPO Travel Network*

[www.multiplan.com](http://www.multiplan.com)

1-800-546-3887

### CONTACT INFORMATION FOR COLONIAL HEALTHCARE:

*Mailing Address:*

*P.O. Box 827, Lanham, MD 20703-0827*

*Telephone Number:*

*301-731-8855 (for the Washington Metropolitan Area)*

*Toll Free Customer Service Number:*

*1-800-344-9885 (for questions re: claims, eligibility and benefits)*

*Claim Inquiry Email Address:*

*che\_claims@che-inc.com*

*Website for Online Claims Look Up:*

*<https://secure.healthx.com/colonial/asp>*

**APPENDIX A**  
**ADMINISTRATION OF THE EMPLOYEE SAVINGS PLAN**

The Employee Savings Plan funds are available through Fidelity Investment Services and can be viewed at [www.netbenefits.com](http://www.netbenefits.com). The Company will notify the union in advance of any changes to the Employee Savings Plan.



## APPENDIX B PAY DAYS

Employees are paid the 8<sup>th</sup> and 23<sup>rd</sup> of each month (24 pays per year). If either day falls on a holiday or weekend, the pay day will be the preceding business day. The paycheck on the 8<sup>th</sup> covers wages for the preceding 16<sup>th</sup> through the end of the month; the paycheck of the 23<sup>rd</sup> covers wages for the 1<sup>st</sup> through the 15<sup>th</sup> of the month. The normal work week is Monday through Friday. Direct deposit is offered to all employees at no charge. See enclosure A – “2003 Pay Period Scenarios” for examples

### 2003 Pay Period Example

Scenario 1 26 Pay Period Analysis \$10 per hour				
Date	# of Work Days	Amount	Month	Amount
3-Jan	10	\$ 800	January	\$ 2,400
17-Jan	10	\$ 800	February	\$ 1,600
31-Jan	10	\$ 800	March	\$ 1,600
14-Feb	10	\$ 800	April	\$ 1,600
28-Feb	10	\$ 800	May	\$ 1,600
14-Mar	10	\$ 800	June	\$ 1,600
28-Mar	10	\$ 800	July	\$ 1,600
11-Apr	10	\$ 800	August	\$ 2,400
25-Apr	10	\$ 800	September	\$ 1,600
9-May	10	\$ 800	October	\$ 1,600
23-May	10	\$ 800	November	\$ 1,600
6-Jun	10	\$ 800	December	\$ 1,600
20-Jun	10	\$ 800		\$ 20,800
4-Jul	10	\$ 800		
18-Jul	10	\$ 800		
1-Aug	10	\$ 800		
15-Aug	10	\$ 800		
29-Aug	10	\$ 800		
12-Sep	10	\$ 800		
26-Sep	10	\$ 800		
10-Oct	10	\$ 800		
24-Oct	10	\$ 800		
7-Nov	10	\$ 800		
21-Nov	10	\$ 800		
5-Dec	10	\$ 800		
19-Dec	10	\$ 800		
Total	260	\$ 20,800		

Scenario 2 24 Pay Period Analysis \$10 per hour				
Date	# of Work Days	Amount	Month	Amount
8-Jan	12	\$ 960	January	\$ 1,760
23-Jan	10	\$ 800	February	\$ 1,760
8-Feb	12	\$ 960	March	\$ 1,600
23-Feb	10	\$ 800	April	\$ 1,680
8-Mar	9	\$ 720	May	\$ 1,760
28-Mar	11	\$ 880	June	\$ 1,760
8-Apr	10	\$ 800	July	\$ 1,680
23-Apr	11	\$ 880	August	\$ 1,840
8-May	11	\$ 880	September	\$ 1,760
23-May	11	\$ 880	October	\$ 1,760
8-Jun	12	\$ 960	November	\$ 1,840
23-Jun	10	\$ 800	December	\$ 1,600
8-Jul	10	\$ 800		\$ 20,800
23-Jul	11	\$ 880		
8-Aug	12	\$ 960		
23-Aug	11	\$ 880		
8-Sep	12	\$ 960		
23-Sep	10	\$ 800		
8-Oct	11	\$ 880		
23-Oct	11	\$ 880		
8-Nov	12	\$ 960		
23-Nov	11	\$ 880		
8-Dec	10	\$ 800		
23-Dec	10	\$ 800		
Total	260	\$ 20,800		



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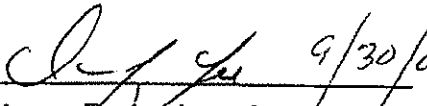
**BRIDGE AGREEMENT  
9/30/2008**


This modified Bridge Agreement between IBEW LU 2088 and Team Abacus and its subcontractor, QinetiQ (Analex), is intended to assure that there is an efficient and non-disruptive transition of contract support from Indyne, Inc, Kennedy Integrated Communication Services (KICS) at Kennedy Space Center to Team Abacus, the successor company.

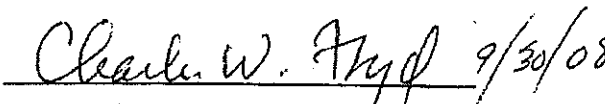
Pursuant to this modified Bridge Agreement, Team Abacus agrees to comply with the current CBA between Indyne (KICS) and IBEW LU 2088 for the term of the agreement but excluding: Article 6 Section 2.

Team Abacus agrees to continue the benefit plans currently provided for in the CBA and will provide Health and Welfare benefits comparable to the predecessor's current Health, Vision and Dental coverage.

IBEW LU 2088 agrees to support Team Abacus in the pursuit of the above objectives.

  
For Abacus Technology Corporation

  
For IBEW LU2088

  
For QinetiQ-NA (Analex)



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## MEMORANDUM OF UNDERSTANDING 9/30/08

Team Abacus and its subcontractor, QinetiQ North America (Analex) and IBEW LU 2088 agree to establish and maintain an amicable working relationship between the parties through open, honest, frequent, and respectful communications.

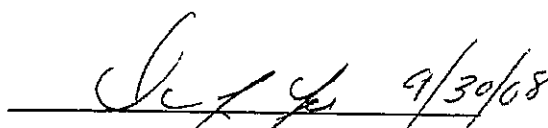
The parties understand that for any relationship to be positive, productive, and responsible there must be a mutual level of trust, respect, and cooperation. The parties agree that a vigorous and total commitment to the above by all participants is the primary element in service quality and customer satisfaction. Team Abacus and IBEW LU 2088 further understand that such relationships result in a more knowledgeable, proficient and amicable workforce.


To encourage and foster this positive and professional relationship the parties commit to a labor relations policy where information is openly exchanged, problems solved mutually and cooperatively, critical differences are accepted and accommodated, agreements are developed in good faith, commitments are honored, and day to day contact at every level is stable and reliable.

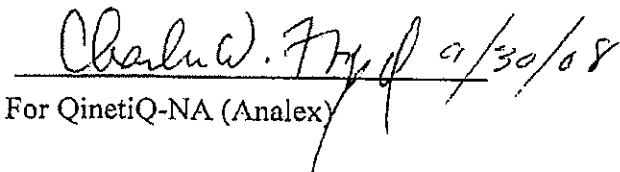
In the spirit of the ongoing partnering relationship, IBEW LU 2088 and Team Abacus agree to the following:

- Team Abacus agrees to bridge the existing IBEW Collective Bargaining Agreement and recognize the "Union" as the sole and exclusive collective bargaining Agent with respect to rates of pay, salaries, hours, and other terms and conditions of employment in place for those employees at Kennedy Space Center.
- Team Abacus will hire from the existing IBEW Local 2088 workforce on location at Kennedy Space Center.
- Team Abacus agrees to honor the seniority and years of service for all employees transitioning to the new contract and incumbent employees with over 90 days of continuous service will not be required to fulfill probation requirements.
- Team Abacus will provide notification and an opportunity for discussion with the IBEW Local 2088 in the event a decision is made not to hire an individual who is in the current workforce.
- Team Abacus will create a "preferential hire list" to include those IBEW Local 2088 IMCS workers that may not be hired due to potential changes in mission requirements. Such "preferential hire list" will be given 1<sup>st</sup> consideration for re-employment if new hires are required.

- Team Abacus and IBEW LU 2088 agree to adopt, reinforce, and build upon the purpose and intent of the letters of understanding 1 and 2 contained in the IBEW/Indyne CBA. Toward that goal the parties agree to increase the frequency of the meetings referred to in LOU #1 to quarterly meetings applicable to all IBEW represented bargaining units with the IMCS contract.
- Team Abacus will continue to provide benefits substantially equal or greater than the benefits currently provided under the Indyne (KICS) IBEW LU 2088 CBA.

  
For Abacus Technology Corporation

  
For IBEW LU2088  
9/30/08

  
For QinetiQ-NA (Analex)



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### Letter of Understanding #1


Letter of Understanding between IBEW Local 2088 and Abacus Technology (Team Abacus) and their subcontractor QinetiQ N.A. (Analex).

This letter will confirm and document the parties understanding and agreement concerning the applications and administration of the Collective Bargaining Agreement within the multiple companies under Team Abacus.

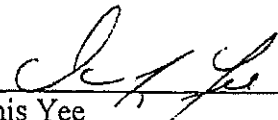
1. Both parties agree that each Company will have their own Labor Relations Department and point of contact for the grievance process.
2. Both parties agree that Team Abacus is considered as "One Company" with respect to all provisions of the Collective Bargaining Agreements.

This Letter of Understanding shall remain in effect for the term of the Collective Bargaining Agreements between the parties unless modified or rescinded by mutual consent of the parties.

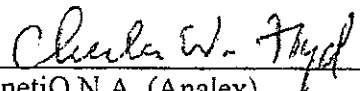
For the Union:

  
Date 9/30/08  
Daniel Raymond  
Business Manager  
Local 2088, IBEW

For the Company:

  
Date 9/30/08  
Dennis Yee  
President Owner  
Abacus Technology Corporation

For the Company:

  
Date 9/30/08  
QinetiQ N.A. (Analex)




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Letter of Understanding between IBEW Local 2088 and Team Abacus and their subcontractor, QinetiQ-NA (Analex).

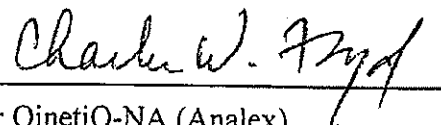
This letter will confirm and document the parties understanding and agreement regarding the application of Sick and Injury leave addressed under Article VI Section 2 of the current KICS Collective Bargaining Agreement (CBA), which will expire at 12:01am on May 1, 2009.

- All employees considered "Pre-84" employees per Article VI Section 2.B.1 and Appendix C will be advanced their 24 hours of sick leave on October 1, 2008 to cover the remainder of calendar year 2008.
- All employees considered "Post-84" employees per Article VI Section 2.B.3 will roll over their remaining advanced 2008 sick leave up to 24 hours on October 1, 2008 based on the final sick leave balances provided by InDyne Inc.
- The employees previously covered under the CSR contracts commonly known as "KSC Timing" will be advanced their 24 hours of sick leave on October 1, 2008 to cover the remainder of calendar year 2008.
- All Pre-84, Post-84, and KSC Timing employees with sick leave remaining on the books as of January 1, 2009, both accrued and earned during calendar year 2008, will have two (2) options regarding this leave. They may continue to maintain these hours as sick leave balance to be used at a later date or convert this sick leave equally into time away leave prior to expiration of the current CBA. All conversion requests must be in writing.
- From January 1, 2009 to the expiration of the current CBA, employees will be given a one (1) time 2009 transition option of selling a portion of their time away bank equal to the amount of unused 2008 sick leave that was previously converted to time away leave. Time away leave sold during this one (1) time option will not exceed the total 2008 sick leave converted into the time away bank and cannot exceed the employee's total earned time away balance at time of sale. All sale requests must be in writing.
- All Pre-84, Post-84, and KSC Timing employees will be advanced 32 hours on January 1, 2009, to cover the period from January 1 – April 30, 2009. This advanced time is not considered earned and cannot be sold back during the duration of the current CBA.
- For clarification, any sick leave use will be charged on a first-in/first-out basis consistent with current policies, i.e. sick leave carried over from 2008 will be utilized prior to utilizing the advanced or accrued 2009 sick leave.
- All IBEW represented employees hired after October 1, 2008, will be awarded one (1) day sick leave for each one (1) month left in the current CBA after their 90 day probationary period. This awarded time will not be considered earned for sell back purposes during the remainder of the current CBA.

- Predecessor sick leave (known as "banked" sick leave) will roll over in its entirety based on final banked sick leave balances provided by InDyne, Inc. and their use will be subject to the requirements outlined in the current CBA Article VI Section 2.B.2.
- All KSC Timing employees' current sick leave balances will roll over into a created "banked" sick leave account, in its entirety, based on the final sick leave balances provided by CSR.
- The Provisions Article VI not specifically addressed in this Letter of Understanding shall remain unchanged.

 9/30/08  
For Abacus Technology Corporation

 9/30/08  
For IBEW LU2088

 9/30/08  
For QinetiQ-NA (Analex)